

**This Tentative Agreement will be updated to correct any typos, formatting errors, and inconsistent list numbering/lettering.**

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
SEATTLE CHILDREN'S HOSPITAL  
AND  
WASHINGTON STATE NURSES ASSOCIATION**

**20222026-20252029**

## TABLE OF CONTENTS

	<u>Page</u>
<u>[INSERT HERE]</u>	

**20222026-20252029**  
**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**SEATTLE CHILDREN'S HOSPITAL**

**AND**

**WASHINGTON STATE NURSES ASSOCIATION**

This Agreement is made and entered into by and between Seattle Children's Hospital, a Washington non-profit corporation, (hereinafter referred to as the "Employer") and the Washington State Nurses Association (hereinafter referred to as the "AssociationUnion"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

The parties share a commitment to excellence in nursing for the benefit of patients, nurses, and the regional community. They also share the goal of making Seattle Children's Hospital the best children's hospital by striving to continually improve the performance of the organization. The parties have a shared goal of maintaining a world class pediatric hospital that manifests the values of compassion, excellence, integrity, collaboration, equity, and innovation. The parties support Health Equity and Anti Racism initiatives that aspire to actively build an organizational culture and inclusive work environment where everyone feels heard, respected, and engaged. The Employer and the Association Union agree that racism exists throughout the healthcare system, is a public health crisis, that racism has no place within Seattle Children's Hospital, and that disparities racism affects the health of employees, patients, and patients' families.

The parties recognize that nurses should practice with compassion and respect for the inherent dignity, worth, and unique attributes of every person, inclusive of patients, families and co-workers. Seattle Children's, and its nurses, are committed to advancing the healthcare experience, and delivering positive outcomes for every child we serve and fulfilling our commitments to eliminate disparities. These efforts include increasing workforce diversity to reflect the communities we serve and improving retention, expanding access and recruitment to clinical trials and therapies to reach more research participants and strengthening mechanisms holding leaders accountable for these commitments – all in service of improving health and research outcomes for all our patients and families.

Consistent with its mission, vision, and values, the parties recognize that Seattle Children's Hospital and each of its nurses and leaders must be rooted in humanity, recognizing the dignity of every patient, family member and healthcare worker. The parties share a commitment to oppose unequal treatment of nurses or patients based on any protected classification and to actively build an organizational culture and inclusive work environment where everyone feels heard, respected, and engaged.

## ARTICLE 1- RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the AssociationUnion as the sole and exclusive bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Employer at all locations currently represented by the Union, including its existing Eastern Washington clinics. The Employer also recognizes all full-time, regular part-time and per diem nurses employed by the Employer as Case Manager RNs, Utilization Management RNs, and Care Manager RNs in the Case Management Department as members of the registered nurse bargaining unit. ~~e~~Excluded from recognition are advanced registered nurse practitioner positions, supervisory, confidential, and administrative, /management positions, and all other employees not currently represented by the Union, as well as employees of any other affiliated or unaffiliated entity and employees of outside registries and other agency supplying labor to the Employer.

1.2 New Locations and Positions. ~~Where the Employer opens or acquires a new location in Washington state where a majority of the registered nurses are transferred from a bargaining unit position, the Employer shall recognize all non-excluded registered nurses at the new location as covered by this Agreement. New registered nurse job classification(s) at any covered location established during the term of this Agreement shall be covered by this Agreement unless they are advanced registered nurse practitioner positions, bona fide supervisory, confidential, or administrative, or /management positions. The AssociationUnion shall be notified prior to implementation of any such new locations or classifications established by the Employer. Other new locations or classifications may be recognized in accordance with the procedures of the National Labor Relations Act.~~

## ARTICLE 2 - ASSOCIATION-UNION MEMBERSHIP; DUES DEDUCTION

2.1 AssociationUnion Membership - Current Employees. Membership in the AssociationUnion for employees hired prior to August 1, 2004, is voluntary. All employees covered by this Agreement, who are now members or who voluntarily become members of the AssociationUnion shall, as a condition of employment, upon the effective date, remain members in good standing in the AssociationUnion, or agree to pay the AssociationUnion a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of AssociationUnion dues or a fair share/representation fee on a timely basis.

- a. Association-Union Membership - New Hires. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after August 1, 2004, shall, on the sixtieth (60th) day following the beginning of such employment, become and remain members in good standing in the AssociationUnion or agree to pay the Association-Union a fair share/representation fee.
- b. Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the AssociationUnion as a condition of employment. Such

an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund (e.g., Seattle Children's Hospital Foundation). These religious objections and decisions as to which fund will be used must be documented and declared in writing to the AssociationUnion. Any employee exercising their right of religious objection must provide the AssociationUnion with a receipt of payment to an appropriate charity on a monthly basis.

- c. Failure to Comply. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the AssociationUnion, unless the employee fulfills the membership obligations set forth in this Agreement. Any such discharge shall be deemed for just cause.
- d. Hold Harmless. The AssociationUnion will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Association-Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be promptly transmitted to the Association-Union by check payable to its order. Upon issuance and transmission of a check to the Association-Union, the Employer's responsibility shall cease with respect to such deductions. The Association-Union and each nurse authorizing the assignment of wages for the payment of Association-Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

2.3 Bargaining Unit Roster. Twice a year (in the months of October and May), the Employer shall provide (via electronic methods) the AssociationUnion with a list of those nurses covered by this Agreement. This list will contain each employee's name, home mailing address, employee identification number, telephone number, last four digits of social security number, unit, shift, FTE status, whether the nurse is on continuous leave, rate of pay and date of hire.

Each month the Employer shall provide (via electronic spreadsheet) the AssociationUnion with a list of all employees covered by this Agreement who were hired during the previous month, terminated during the previous month, or moved into positions covered by this Agreement during the previous month. This list shall contain each employee's name, home mailing address, telephone number, employee identification number, last four digits of social security number, unit, shift, FTE status, rate of pay and date of hire, transfer into or out of the bargaining unit, or termination.

The AssociationUnion will maintain the confidentiality of the employee identification and social security numbers provided. The AssociationUnion hereby indemnifies and agrees to hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against

the Employer from the release of employee identification and social security numbers to the AssociationUnion.

2.4 Contract. The Employer shall post an electronic copy of the Agreement on its internal website for access by nurses covered by this Agreement and shall reference the electronic link in its offer letters to bargaining unit nurses.

### ARTICLE 3 - ASSOCIATION-UNION REPRESENTATIVES

3.1 Access to Premises. Duly authorized representatives of the AssociationUnion may, upon advance notice, at least four (4) hours wherever practicable, have access at reasonable times to those non-direct patient care areas of the Employer's premises which are open to patients, approved visitors and bargaining unit employees the general public for the purpose of investigating grievances and contract compliance. AssociationUnion representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Employer.

Formatted: Justified

3.2 Local Unit Chairperson(s). The AssociationUnion shall have the right to select a one or more local unit chairperson(s) from among nurses in the bargaining unit. The local unit chairperson(s) shall not be recognized by the Employer until the AssociationUnion has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other AssociationUnion business shall be unpaid and conducted only during nonworking times and shall not interfere with the work of other employees.

3.3 Local Unit Officer(s) and Union Stewards. The Union shall have the right to select local unit officer(s), including one or more Local Unit Grievance Officer(s), and union stewards, from among nurses in the bargaining unit. The local unit officers and union stewards shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business by local unit officers and union stewards shall be unpaid and conducted only during nonworking times and shall not interfere with the work of other employees.

3.23.4 Bulletin Boards. The AssociationUnion shall be permitted to post notices relating to AssociationUnion activities on bulletin boards located in either the nurse lounge or conference room of each nursing unit and on a bulletin board in the cafeteria area. The local unit representative will provide a copy of all postings to the Director of People OperationsHuman Resources or designee. Postings will be consistent with Employer's standards. The AssociationUnion agrees to limit the posting of AssociationUnion materials to these designated bulletin boards.

3.33.5 Nursing Orientation for New Nurses. A designated WSNA Union representative bargaining unit member shall be given twenty thirty (230) minutes during RN orientation to meet with new nurses at a time designated by the Employer. If orientation is virtual, the Employer shall provide new employees with the link for WSNA orientation. The Employer

~~and~~ shall pay new employees ~~twenty thirty~~ (230) minutes of time for such orientation. The Union representative's time preparing for and meeting with new nurses shall be unpaid.

#### ARTICLE 4 - DEFINITIONS

4.1 Staff Nurse. A registered nurse who is responsible for the direct and indirect nursing care of the patient. An experienced registered nurse returning to practice who has recently and satisfactorily completed a nursing refresher course approved by the Chief Nursing Officer shall be classified as a staff nurse for starting pay purposes.

4.2 Charge Nurse. A registered nurse who is assigned the responsibility for an organized unit. The definition of an “organized unit” shall be defined by the Employer. A nurse who is assigned as charge nurse shall be paid for all hours worked as charge. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

4.3 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing and evaluating the new skill development of a nursing student involved in a BSN senior practicum, a nurse enrolled in a defined program, nurses in the Nurse Residency program, nurses who are new to the organization or who have transferred from a different specialty, travel nurses, CNAs, MAs, or Nurse Techs, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. The Employer will first seek volunteers prior to making preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support, and guidance to new nurses. Preceptor responsibilities shall be considered when making patient care assignments.

4.4 Full Time Nurse. A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

4.5 Part Time Nurse. A nurse who is regularly scheduled to work at least thirty-two (32) hours per two-week pay period, but less than eighty (80) hours per pay period, and who has successfully completed the required probationary period.

a. Benefits-eligible Part Time Nurse. A nurse who is regularly scheduled to work at least forty-eight (48) hours per two-week pay period, but less than eighty (80) hours per pay period. Insurance eligibility is discussed in Section 12.1.

4.6 Probationary Nurse. A nurse who has been hired by the Employer on a full time or part time basis and who has been continuously employed by the Employer for less than one hundred fifty (150) calendar days. After one hundred fifty (150) calendar days of continuous employment, the nurse shall attain regular status. During the probationary period, a nurse may

be terminated without notice and without recourse to the grievance procedure. Probationary nurses shall not be required to give twenty-one (21) days' notice of intention to terminate.

a. Inexperienced Probationary Nurses. Probationary nurses whose clinical experience after graduation is less than six (6) months and those who are returning to practice with no current clinical training or experience shall be assigned under the close and direct supervision of a designated registered nurse(s). The responsibilities of such probationary nurses shall be commensurate with their skills, knowledge, and abilities, and will be expanded as their competencies grow. Nursing management, with the consultation of the designated registered nurse(s), shall determine when these probationary nurses are competent to practice independently.

4.7 Per Diem Nurse. A nurse regularly scheduled to work less than thirty-two (32) hours per two-week pay period or hired to work on an intermittent basis during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency. If a per diem nurse is regularly scheduled to work more than thirty-two (32) hours per two (2) week pay period for a four (4) month period, any nurse may request that a position be posted; provided, however, this shall not apply to a per diem nurse who is replacing a person who is out on an approved leave of absence. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity steps and shall be eligible for paid sick leave (see Section 11.1), on call pay, callback pay, holiday premium pay, shift differentials and weekend premium pay. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A full time or part time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. Previously accrued seniority shall be considered when a per diem nurse applies for a full time or part time bargaining unit position. After return to full time or part time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.

4.8 Temporary Position. A position that is associated with a specific need or situation strictly temporary in nature. In all cases, the position shall be for no more than six (6) months in duration. When a temporary position arises within the bargaining unit, the Employer will post the temporary position on the unit. The Employer will make a good faith effort to notify the Local Unit Chairperson of each temporary position. In the event the posting procedure fails to fill the needed FTE hours, the Employer may hire a nurse to fill the position on a temporary basis. A temporary nurse shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. Temporary nurses shall be eligible for paid sick leave (see Section 11.1) on call pay, callback pay, shift differential, holiday premium pay and weekend premiums. Temporary nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement.

4.9 Regular Rate of Pay. ~~Unless otherwise required by the Fair Labor Standards Act, t~~The regular rate of pay shall be defined in accordance with the Fair Labor Standards Act and the Washington Minimum Wage Act.

4.10 Standard Rate of Pay. The Standard Rate of Pay shall be defined to include the nurse's hourly wage rate (8.1), shift differential when the nurse is regularly scheduled to work an

evening or night shift (9.1), charge nurse pay when the nurse has a regular (designated) charge nurse assignment (9.5), certification pay (9.7), premium pay for a Masters' Degree (9.8), float pool premium (9.10), and the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation (8.4).

**4.104.11 Years of Experience.** For purposes of this Agreement and the method of computing sick leave, ~~annual leave~~, seniority, and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. For purposes of computing longevity (wage) steps and annual leave progression steps, a "year" shall be defined as rolling twelve (12) months from the nurse's last step adjustment, or from the twelve (12) month anniversary from when the nurse's last step adjustment would have been but for a hold (or "ghost") step. Time paid for but not worked (excluding on call (standby) pay) and low census pay shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any rolling twelve (12) month period.

~~See Memorandum of Understanding: Adjustments to Longevity and Annual Leave Progression Step Placement for the process and timing by which existing nurses' longevity and annual leave progression steps will be adjusted pursuant to the language above.~~

## ARTICLE 5- EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the AssociationUnion agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion (creed), sex, gender identity or expression, sexual orientation, national origin (ancestry), disability, age, genetic information, marital status, citizenship, pregnancy or maternity, protected veteran status or any other status protected by applicable national, federal, state or local law.

5.2 Notice of Resignation. Nurses shall be required to give at least twenty-one (21) days' written notice of resignation directly to the nurse's director, or designee in the director's absence. Failure to give notice shall result in loss of accrued annual leave, except where circumstances outside the nurse's control prohibit the nurse from giving twenty-one (21) days' written notice. The Employer will give consideration to situations that would make such notice by the nurse impossible.

5.3 Discipline and Discharge. No nurse shall be disciplined or discharged except for just cause. "Just cause" shall be construed to include the concept of progressive discipline; "due process" shall include a written performance improvement process counseling. All disciplinary and "corrective" actions shall be described in writing, and a copy shall be given to the nurse. Nurses shall be required to sign the written document for the purpose of acknowledging receipt. Progressive discipline and performance improvement processes shall not be applied when the nature of the offense requires immediate suspension or discharge. Verbal warning/coaching shall not be considered disciplinary. A nurse may request the attendance of an AssociationUnion representative during any investigatory meeting which the nurse reasonably believes may lead to disciplinary action.

5.4 Personnel File. Personnel records will be maintained for each nurse. By appointment, nurses may inspect their complete personnel records with a designated Human Resources People and Culture representative in attendance, during normal Human Resources Department People and Culture Division hours. Nurses shall be given a copy of their personnel records or excerpts they request, unless prohibited by law. Requests for records shall be made in writing to the People and Culture Division. Copies of appropriate records shall be provided to nurses in accordance with RCW 49.12.250 within twenty-one (21) calendar days of the request. Written disciplinary action shall not be used to affect any subsequent discipline after two years from the date of the disciplinary action and shall be removed from the nurse's file upon the nurse's request, unless other discipline of the same or similar nature has been issued prior to the expiration of the two years. Nurses will be given the opportunity to provide, and have placed in their file, a written response to any written evaluations or disciplinary actions to be included in the personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse (or made available electronically) upon request.

5.5 Parking. On call nurses and nurses whose shifts begin or end when shuttle service is not available shall be provided parking on campus, if space is available. Until the expiration of the 2022-20252025-2029 Collective Bargaining Agreement, nurses with twenty-five (25) or more years of tenure with the Employer will be eligible to park on campus staff parking locations.

5.6 ~~Floating.~~ The Employer retains the right to change the nurse's daily work assignment on a shift by shift basis to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses required to float within the hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. The Employer will not assign float nurses as charge without mutual consent.

When nurses are asked to float to other units, the following order shall be used:

- Float Pool nurses and nurses who hold a specific float position;
- Volunteers (including volunteer traveler and agency nurses);
- Traveler and agency nurses, in rotation;
- All other nurses consistent with UBSC guidelines.

Each UBSC shall create guidelines regarding floating consistent with this provision.

Except in case of emergency, before floating a nurse out of the nurse's clinical grouping, the Employer will reasonably attempt to use existing resources within the clinical grouping. The Employer is not required to provide overtime or shift incentive in order to meet its reasonable attempt commitment in this section unless deemed necessary for skills mix by the charge nurse and their Area Leader or their designee.

~~The clinical groupings are:~~

- ~~Critical Care Units~~
- ~~Acute Care Units (including Medical, Surgical, CBDC Inpatient/Outpatient, Rehab, Emergency Department, Psychiatric Behavioral Medical Unit, and CBDC/Infusion).~~ Nurses floating to or from the ED or PBMU will not be assigned as the primary nurse unless they are cross-trained and competent to do so.
- ~~Peri Op/OR~~
  - a. ~~Multi-Campus Floating.~~ If a nurse is scheduled (on a posted or published work schedule) to work at one campus and is assigned to perform work at a different campus with less than four (4) hours' notice, a premium of one dollar (\$1.00) per hour shall be paid for all hours worked at the other campus. If the nurse returns to the original scheduled work site during the shift, this pay premium shall continue to be paid for the remainder of the nurse's shift.
    - ~~Nurses prescheduled to a different campus for training, ongoing skill development, or to maintain their competencies will not be eligible for the Multi Campus Floating Premium (in these cases).~~
    - ~~If a nurse is floated to maintain their competencies and it was not prescheduled, they will be eligible to receive the Multi Campus Floating premium.~~

~~Delays resulting from transportation between campuses shall not be counted as a dependability occurrence. Nurses will be reimbursed mileage pursuant to the Employer's policy.~~

**5.75.6 Evaluations.** All nurses will be formally evaluated in writing prior to completion of the probationary period, ~~and thereafter annually, and thereafter as determined to be necessary, or requested.~~ The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. Completion of annual unit specific competencies will be required. The nurse's participation, including a self-evaluation, is required and is an integral part of the evaluation process. A nurse's evaluation shall include a peer evaluation component involving peer(s) selected at least in part by the nurse. The nurse will be given a copy of the evaluation, if requested. Nurses will be required to sign the evaluation acknowledging receipt. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. ~~A peer evaluation format may be developed in addition to supervisory evaluation on a unit by unit basis at the discretion of the Employer, utilizing input by the nursing staff.~~

**5.85.7 Communication.** The Employer recognizes the importance of hearing nurses' concerns about their working conditions without fear of retaliation. Nurses who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision.

**5.95.8 Job Openings.** When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence and

ability are considered equal in the opinion of the Employer. Where seniority is not the deciding factor, the Employer will provide an unselected applicant the rationale upon written request. If the Employer is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified in writing as to when the transfer will be expected to occur. Absent exceptional circumstances, the nurse will be transferred within six (6) weeks of being notified of acceptance. Notice of job openings shall be posted at least seven (7) days in advance of filling where possible. To be considered for such job opening, a nurse must apply for the position via the Employer's electronic application process during the posting period. The Employer will respond to all applicants.

During the period of consideration of applicants, the hiring manager shall not consult with the nurse's current manager until after the nurse is interviewed and the nurse informs the hiring manager or recruiter that they are still interested in the opening.

a. Nurses may seek aggregate increases or decreases of their FTE by .2 or less from the nurse's original (base) FTE. Aggregate increases or decreases of less than a .2 FTE or less in a nurse's original (base) FTE need not be posted. These changes may be added to or removed from a nurse's current FTE by mutual consent. The applicable UBSC shall determine the process for nurses to express interest in FTE adjustments, and the determination of whether or not to grant FTE change requests shall be an allowable topic on UBSC agendas. If or when the Employer determines that an FTE adjustment may be made, it shall grant nurses' requests on a first-come-first serve basis. Nurses may request an FTE adjustment at any time but subsequent adjustments may only be granted after one (1) year following an FTE adjustment, or sooner upon mutual agreement of the nurse and Employer.

b. No more than forty percent (40%) of day positions will be designated as day/night positions. Should a unit want to exceed this threshold, potential benefit to that particular unit will be reviewed by the UBSC.

5.10 Workplace Violence. The Employer will comply with all applicable laws regarding workplace violence.

Formatted: OutHead2, Justified

## 5.9 Technology.

The Employer and the Union recognize that the overriding principle governing the introduction and use of technologies, including but not limited to artificial intelligence, should be providing the highest quality patient care and promoting patient health and safety. Utilization of technology should support the provision of safe, therapeutic, effective care by nurses. This occurs within the structure of the nursing process, including the nurse's exercise of clinical judgment in assessment, diagnosis, planning, implementation, and evaluation of patient care, and acting as a patient advocate.

Technology should enhance patient care and advance the healthcare outcomes for all patients. Technology should support safe, quality patient care and be utilized in a manner to safeguard patient confidentiality.

Technology used in a clinical setting is intended to complement, not diminish, nursing skills, judgment, and decision-making. Technology provides information and tools to support clinical decision-making as appropriate. The use of technology should be considered by the Hospital Staffing Committee when preparing staffing plans. Nurses are responsible for the provision of safe, quality patient care and are expected to use appropriate technology and equipment when it is available to perform their duties.

The use of interactive technology, such as chat bots or generative artificial intelligence, interacting with patients or their families will not identify itself as a nurse providing care. Nurses' credentialing information will not be used by technology to attest to the provision of services for which they did not provide or independently validate.

The Employer shall provide bargaining unit members with training and appropriate job aids regarding the appropriate use of any technology they are expected to use in their work. All such training shall be considered hours worked and shall be paid at the appropriate rate of pay. Nurses should inform the Employer in the event any technology or equipment is not available, working, or in functioning order such that it is impacting their ability to provide the expected level of care. No nurse shall be disciplined for informing the Employer of any such concern or for a technology failure.

The Employer shall involve the Nursing Clinical Quality Council or other committee comprised at least in part of bargaining unit nurses with the integration of newly introduced or novel clinical technology, intended to be integrated into the nursing process in a manner which will materially affect the direct delivery of patient care.

The Conference Committee may provide input regarding newly implemented technology affecting the delivery of direct patient care as well as the continued utilization, function, needed maintenance, replacement and repair of current technology and technological equipment. Nurses are encouraged to raise concerns or recommendations to department leadership. Likewise, nurses may independently raise concerns or recommendations to the Conference Committee for review.

## ARTICLE 6- SENIORITY

6.1 **Seniority Definition.** Seniority shall mean a full-time or part-time nurse's continuous length of service as a registered nurse in the bargaining unit based upon hours worked with the Employer from most recent date of hire. Time spent in per diem status, in a non-bargaining unit position and all time spent on leaves of absence without pay shall not be counted. In the event a regular full- or part-time bargaining unit nurse (a) voluntarily separates from employment for a period of less than one (1) year; (b) changes to per diem status; or (c) or accepts a non-bargaining unit position with the Employer and subsequently returns to a regular full- or part-time bargaining unit position, previous bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Length of service as an employee of the Employer shall be used to determine annual leave and benefit accruals. A list of all nurses in the nursing unit in seniority order shall be posted on each unit.

6.2 Reallocation of Staff. Reallocation of staff may occur when restructuring of the FTE compliment on an existing unit occurs, when a unit(s) changes clinical focus, when two or more units merge, or when the staff mix ratio of a unit(s) is restructured. The Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to finalizing and implementing reallocation, the Conference Committee will meet and examine the plan and explore alternatives. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least fourteen (14) days. Other vacant positions within the Employer will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all available positions (first to last). Based on these preference lists, the Employer will assign nurses to positions on the new/restructured unit based on seniority, unless skill, competence, ability and experience in a specific area are considered overriding factors in the opinion of the Employer. Nurses who are not assigned a position on the new or restructured unit may take voluntary layoff, select a position from a listing of available positions (6.3B), or the nurse may elect to terminate with severance pay pursuant to Employer policy.

*Note: A mandatory reduction in a nurse's position/hours (FTE) shall be implemented by using the provisions of Section 6.2.*

6.3 Reduction in Force (Layoff).

A reduction in force shall mean a permanent or prolonged reduction in the number of nurses employed by the Employer. In the event the Employer determines that a reduction in force is necessary, the following procedure will be followed:

- a. The Employer shall determine the total number of positions (FTEs) subject to layoff within the bargaining unit.
- b. An "Available Position" listing will be developed from the bargaining unit seniority roster. The listing will include the positions of the least senior nurses in the bargaining unit equal to the number of nurses subject to layoff.
- b. The Employer will notify the bargaining unit at least thirty (30) days prior to the implementation of the layoff. The Employer will notify the AssociationUnion of the layoff twenty-four (24) hours prior to notification of the layoff to the bargaining unit. The Employer shall provide the AssociationUnion with a housewide seniority roster by unit showing each nurse's bargaining unit seniority, the "Available Position" listing, and the vacant position listing. Upon request, the parties will meet for the purpose of reviewing the order of layoff.
- d. Layoffs shall occur by nursing unit in accordance with the following procedure. Steps 1 through 4 below may occur within the thirty (30) day notice period. Step 5 below shall occur after the thirty (30) day notice period.
  1. The Employer shall identify the number of positions to be eliminated on each shift.

2. Any nurse regardless of seniority may volunteer for layoff or termination with severance pay.
3. The most senior person subject to the unit layoff shall be determined. The person identified and all other nurses on the unit with less seniority shall be subject to a rebidding process for the remaining available positions on the unit as provided for in (4) below.
4. The Employer will develop and post on the unit for a period of at least fourteen (14) days a listing of the remaining positions (by FTE) on each shift. An "Available Position" listing and a listing of any other vacant positions within the Employer will also be posted at this time.
5. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all open positions (first to last). Based on these preference lists, the Employer will assign nurses to open positions based upon their preference by seniority, unless skill, competence, ability and experience are considered overriding factors in the opinion of the Employer.
6. If more than one unit is involved in a layoff within the Employer at the same time, nurses who have requested that they select from the "Available Position" listing shall be held until all unit assignments have been made. Then nurses from the various units shall, by seniority, select from the listing of available positions, or in the alternative, may select voluntary layoff or elect to terminate with severance pay pursuant to Employer policy.
7. A nurse bumped from a position on the "Available Position" listing shall have the right to select a position from the "Vacant Position" listing after all more senior nurses have exercised rights under this Article.
8. A nurse will be considered eligible for a vacant position or to select a position from the "Available Position" listing if, in the Employer's opinion, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels within three (3) weeks within the nurse's own clinical group or up to the period of regular orientation time, if outside the clinical group. If a nurse has not achieved a satisfactory level of performance in the judgment of the Employer after completing orientation to the new position, the nurse will be subject to immediate layoff and placement on the recall roster.
9. For the purposes of Article 6.3, ~~N~~ursing units are defined as follows:
  - \* Research Nurses
  - \* Intensive Care (include CCFP, PICU, Critical Care Transport, ECT, NICU and CICU), Airlift Northwest
  - \* Apheresis/Dialysis

- \* ED
- \* Urgent Care
- \* Cancer Care Unit, Cancer & Blood Disorders Center – Inpatient and Outpatient, Infusion
- \* Ambulatory and Regional Clinics, Outpatient Behavioral Health
- \* Perianesthesia (Pre/Post Anesthesia Care Units and Pre-Anesthesia Surgical ServicesPATCH)
- \* Psychiatry and Behavioral Medicine Unit
- \* Radiology, Endoscopy (GI), Interventional Radiology
- \* Cath Lab
- \* ORs
- \* Clinical Intake
- \* Home Care Services
- \* Acute Care (Surgical Unit, Acute Care Float Pool, Medical Unit, Rehabilitation Unit, Cardiac Specialty Care Unit, and Vascular Access Service)

10. **Ambulatory Care Unit.** For purposes of layoff, the Ambulatory Care Unit will be considered a single unit. As such, no inter-unit bumping into or out of other than the Ambulatory Care Unit will be allowed. The ambulatory nurse subject to layoff may bump the least senior nurse within Ambulatory Care or initiate the other layoff provisions such as initiating the available list, taking severance or recall.
11. For purposes of layoff, Airlift Northwest pediatric seniority hours worked shall be converted to days paid in order to be comparable to Harborview/University of Washington. All other layoff procedures herein will apply.

6.4 **Recall.** Nurses on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. When vacancies occur, the positions will be posted housewide pursuant to Section 5.9, Job Openings. Nurses on the reinstatement roster shall be regarded as applicants for the open position, together with other internal applicants. The position will be filled in accordance with the provisions of Section 5.9. This provision may necessitate extension of the job posting timelines when nurses are in a layoff/recall position.

- a. **Notification of Recall.** If a nurse does not respond to a recall notice sent by U.S.P.S. mail and personal email within seven–fourteen (714) days, the nurse will be removed from the recall roster and the personnel records shall be adjusted to reflect the nurse's termination. The nurse shall notify the Employer by email to HReconsulting@seattlechildrens.orgLaborRelations@seattlechildrens.org of the nurse's current personal email and mailing address. If the nurse fails to provide this notification, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

6.5 **Termination.** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same FTE

and shift) offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

6.6 Roster. In the event of a layoff, a seniority roster will be available at the People and Culture Division Department of Human Resources.

6.7 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease.

a. During temporary periods of low census, the Employer will, providing skills, competence, ability and experience in a specific area, and availability are considered equal as determined by the Employer, assign low census in the following order:

1. Employees working under a Staffing Incentive pursuant to Article 9.20 and/or working double time (2x)

2. Employees currently working in a callback status

4.3. Employees currently working overtime

2.4. Volunteers

5. Local agency personnel (not traveler nurses)

3.6. Travel nurses (consistent with and up to their contractual limitations)

4.7. Per diem nurses working over their unit requirements

5.8. Employees working extra shifts over their FTE

6.9. Per diem nurses

7.10. Full-time or part-time employees and travelers in accordance with the low census rotation, starting with the nurse that has taken the fewest hours of low census. In the event of a tie, the least senior nurse will be low censused

b. Traveling nurses will be regarded as regular nurses for purposes of the low census rotation; provided, however, a traveling nurse will take twice the amount of low census that regular staff nurses take each time the traveling nurse's turn occurs in the low census rotation. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The rotation list will be restarted quarterly, beginning with the least senior nurse. Low census hours taken by a full-time or part-time nurse shall be considered hours paid for the accrual of all benefits and seniority. If a unit has sustained low census over an eight six (86) week period, at the request of the UBSC, a meeting will be scheduled with nursing administration to review the situation and consider alternatives. A nurse facing voluntary or mandatory low census may (1) access the No Pay Bank, if available;

**Formatted:** Justified, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1", Tab stops: 1.31", Left

**Formatted:** Justified, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1", Tab stops: 1.31", Left

(2) access paid leave; or (3) take unpaid time off. Mandatory low census hours, in the aggregate, shall not exceed seventy-two (72) hours in a quarter per employee.

1. Nurses called for partial low census days of four (4) hours may (1) agree to the partial low census day or (2) refuse the partial low census day and request a full low census day or a full work day. In the latter event, the Employer will determine which option to choose.

2. Nurses who agree to a partial low census day will report for the second half of the shift unless the Employer calls the Nurse to instruct them not to report. The Employer will not call nurses during the first four (4) hours of the low census condition except to instruct them not to report.

**Formatted:** Indent: Left: 1", Right: 0", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

2.3. Nurses may be asked to be on call while on low census. If the nurse agrees and is called in from on call the nurse will be paid time and one half (1 1/2) for three (3) hours and straight time thereafter for the remainder of the nurse's regular shift.

3.4. Before requiring a nurse to take mandatory low census, the Employer may, in its discretion, make assignments to maintain competencies or may offer work on projects or training that may include non-patient care functions in support of safe and high-quality patient care and organizational initiatives.

6.8 Additional Hours. Nurses desiring additional hours should notify the Employer in writing consistent with the method(s) determined by the applicable UBSC, identifying their specific availability. Management will first offer additional scheduled hours in the assigned unit to those nurses who have made the request who have lost hours due to low census during their current or prior posted work schedule.

#### ARTICLE ## - FLOATING

Floating. The Employer retains the right to change the nurse's daily work assignment on a shift-by-shift basis to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses required to float within the hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. The Employer will not assign float nurses to as charge nurse assignments without mutual consent. Nurses employed in the Employer's float pools shall receive a premium pursuant to Article 9.10.

a. Float Order. When nurses are asked to float to other units, the following order shall be used:

1. Float Pool nurses and nurses who hold a specific float position;
2. Volunteers (including volunteer traveler and agency nurses);

3.  Traveler and agency nurses, in rotation (and in accordance with and subject to contractual restrictions);
4.  All other nurses consistent with UBSC guidelines.

Each UBSC shall create guidelines regarding floating rotation within the applicable unit consistent with this provision.

Except in case of emergency, before floating a nurse out of the nurse's clinical grouping, the Employer will reasonably attempt to use existing resources within the clinical grouping. The Employer is not required to provide overtime or shift incentive in order to meet its reasonable attempt commitment in this section unless deemed necessary for skills mix by the charge nurse and their Area Leader or their designee.

b. For purposes of this Article XX only, ¶the clinical groupings are:

1.  Critical Care Units, including Critical Care Float Pool.
2.  Acute Care Units (including Medical, Surgical, CBDC Inpatient/Outpatient, Cardiac Specialty Care (CSCU), Rehabilitation Unit, Emergency Department, Psychiatry and Behavioral Medical Unit (PBMU), and CBDC Infusion, and the Acute Care Float Pool). Nurses floating to or from the ED or PBMU will not be assigned as the primary nurse unless they are cross-trained and competent to do so.
3.  Peri-Op/OR
4.  Ambulatory/Outpatient (excluding Outpatient CBDC and Infusion.)  
Ambulatory/Outpatient nurses will not be assigned outside of their clinical grouping unless the nurse volunteers.

c. Multi-Campus Floating. If a nurse is scheduled (on a posted or published work schedule) to work at one campus and is assigned to perform work at a different campus with less than four (4) hours' notice, a premium of one dollar (\$1.00) per hour shall be paid for all hours worked at the other campus. If this notice causes a nurse to arrive to the work site after the start of the nurse's scheduled shift, the nurse shall be paid from the start of the scheduled shift. If the nurse returns to the original scheduled work site during the shift, this pay premium shall continue to be paid for the remainder of the nurse's shift.

Nurses prescheduled to a different campus for training, ongoing skill development, or to maintain their competencies will not be eligible for the Multi-Campus Floating Premium (in these cases).

If a nurse is floated to maintain their competencies and it was not prescheduled, they will be eligible to receive the Multi-Campus Floating premium.

Delays resulting from transportation between campuses shall not be counted as a dependability occurrence. Nurses will be reimbursed mileage pursuant to the Employer's policy.

## ARTICLE 7- HOURS OF WORK AND OVERTIME

5.1 7.1 Work Day. The normal work day shall ~~consist of eight (8) hours' work to be completed within eight and one half (8 1/2) consecutive hours. Ten (10) hours' work or twelve (12) hours' work will be completed in accordance with Section 7.7 Meal/Rest Periods be dependent on the length of a scheduled shift. Except as provided in this Article, scheduled shifts shall be eight (8), ten (10) or twelve (12) hours of work. A normal schedule shall be the number of shifts of a specified length within a specified FTE.~~

Assignment to a normal schedule other than all eight (8) hour work days shall be accomplished through individual agreement with the applicable nurse.

Except as provided for below, a nurse's normal schedule shall consist of all eight (8), all ten (10) or all twelve (12) hour work days.

- a. Combination Schedules: Nurses may be scheduled any of the following combination schedules to meet patient care needs, area-specific practices, and a nurse's FTE:
  - i. a combination of twelve (12) hour shifts and eight (8) hour shifts;
  - ii. a combination of ten (10) hour shifts and eight (8) hour shifts; or
  - iii. a combination of ten (10) hour shifts and twelve (12) hour shifts.
- b. Ambulatory. Nurses assigned to Infusion or in the Outpatient Clinics (other than Urgent Care), bargaining unit Research Nurses, and Home Care Service Nurses may be scheduled a combination of shifts consisting of six (6), eight (8), nine (9), ten (10), and/or twelve (12) hours of work to meet patient care needs, area-specific practices, and a nurse's FTE. Schedules under this subsection (b) shall not apply to inpatient nurses who intermittently work/float into the outpatient clinic.

Changes to a nurse's normal schedule, including an agreed to schedule per 7.1a or 7.1.b, shall require mutual consent.

To meet patient care needs and department-specific practices, the Employer may offer shifts less than eight (8) hours upon mutual consent. However, within a nurse's FTE, the Employer may also schedule shifts less than eight (8) hours to accommodate training or department/hospital meetings.

7.2 Work Period. The normal work period ~~for all eight (8 hour) shifts~~ shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period. The normal work period for all other shift lengths shall consist of forty (40) hours of work within a (7) day period.

7.3 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification, or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Employer and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer, applicable UBSC and the Union Association will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule

which was in effect immediately prior to the innovative work schedule, after at least ~~twenty-eighty-two (2842)~~ days' advance notice to the nurse and that nurse's UBSC.

7.4 Work Schedules. The Employer retains the right to change work schedules to maintain a safe and efficient operation. Four- or six-week work schedules, whichever is current practice in a unit, shall be posted fourteen (14) days prior to the beginning of the scheduled work period; as acceptable in collaboration with the HospitalHousewide Unit Based Staffing Committee, the schedules may be switched between four- and six-weeks. Except for emergency conditions involving patient care, low census conditions, and unplanned leaves, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

7.5 Contract Overtime.

7.5.1. Unless a higher rate is required per Article 7.6 or the law, contract Overtime shall be compensated for at the rate of one and one half (1 1/2) times the regular rate~~standard rate~~ of pay.

7.5.2. Contract overtime shall be paid for time worked in excess of ~~that nurse's scheduled~~normal full time work day~~or normal full time work period~~.

7.5.3. For nurses scheduled to a work day of nine (9) hours or less, All additional overtime hours after twelve (12) hours of work within the twenty-four (24) hour period shall be paid at the rate of double (2x) the nurse's regular rate~~standard rate~~ of pay, providing the nurse gets overtime authorization~~and works the scheduled shifts for the remainder of the pay period~~.

7.5.4. For nurses who work more than fourteen (14) hours within a defined twenty-four (24) hour period, the following hours shall be paid at the rate of double (2x) the nurse's standard rate of pay, provided the nurse gets overtime authorization:

- a. For an all 10-hour shift schedule, hours beyond fourteen (14);
- b. For an all 12-hour shift schedule, hours beyond twelve (12), provided the nurse works at least fourteen (14) hours;
- c. For a combination of ten (10) hour shifts and twelve (12) hour shifts, all overtime hours (i.e., hours beyond 10 for a 10-hour shift, hours beyond 12 for a 12-hour shift), provided the nurse works at least fourteen (14) hours;
- d. For a combination of ten (10) hour shifts and eight (8) hour shifts, hours beyond ten (10) for the ten-hour shifts; provided the nurse works at least fourteen (14) hours. Hours beyond eight for the eight-hour shift shall be subject to the rule in 7.5.3.

c. For a combination of twelve (12) hour shifts and eight (8) hour shifts, hours beyond twelve (12) for the twelve-hour shifts shall be paid at the rate of double (2x) the nurse's standard rate of pay, provided the nurse works at least fourteen (14) hours. Hours beyond eight for the eight-hour shift shall be subject to the rule in 7.5.3.

7.5.5. The above double time (2x) pay condition shall not apply to (1) low census conditions, Notwithstanding the approval requirements of 7.5.3 and 7.5.4, a nurse shall receive double-time (2x) as provided for in those sections where they work: (a) two (2) sixteen (16) hour shifts in a pay period, (b)(2) double shifts (i.e., two [2] consecutive eight [8] hour shifts), and or (c3) situations where a nurse has worked more than sixteen (16) hours within a defined twenty-four (24) hour period.

7.6. FLSA/MWA Overtime. Hours worked over a nurse' applicable Work Period as defined in Article 7.2 shall be paid at time and a half the regular rate of pay, unless a higher rate of pay is otherwise required.

7.7. Overtime Conditions. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Excluding emergency situations, the Employer as a matter of policy shall not reschedule a nurse for extra work because of time off with pay. All overtime must be approved by supervision. The Employer and the AssociationUnion agree that overtime should be minimized. If in the Employer's opinion overtime is necessary When mandatory overtime is appropriate in accordance with the law, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably in accordance with law. Overtime will be on the nurse's assigned unit, except by mutual agreement. The Employer will make a good faith effort to assign overtime hours contiguous with the nurse's regular shift. Voluntary overtime worked shall count towards mandatory overtime requirements. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one half (1 1/2x) or double time (2x). When a nurse is eligible for two (2) or more forms of premium pay and/or overtime pay, the nurse will receive the highest pay rate.

7.6. Ten- and Twelve-Hour Shifts. Special provisions regarding hours of work and overtime pay for ten (10) hour, twelve (12) hour and combined shifts are found in the addenda at the end of this Agreement.

a.f. 7.7.8 Meal/Rest Periods.

a. Meal Periods. Nurses shall receive an uninterrupted unpaid meal period in accordance with applicable law. Specifically, no nurse shall be required to work more than five (5) consecutive hours without a meal period. The first meal period should start no earlier than two (2) hours nor more than five (5) hours from the beginning of the work shift. A nurse is entitled to a second, 30-minute meal period within five (5) consecutive hours of the end of the first meal period, and for each five (5) consecutive hours worked thereafter. Nurses working at least three (3) hours longer than a normal workday shall be allowed a meal period before or during the overtime portion of the shift. Nurses shall be relieved of all duties during meal periods, and the meal period is the nurse's own time. A meal period shall be uninterrupted, unless an exception under the law applies. -of one-half (1/2) hour for every shift longer than five (5) hours; on any shift longer than ten (10) hours, the nurse is entitled to an additional meal period and nurse shall not go more than five (5) hours without the opportunity for a meal period. Nurses required to remain on duty or in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay. Nurses required to work during the meal period shall be compensated for such work at the appropriate rate of pay.

b. Rest Periods. Nurses shall receive an uninterrupted paid rest break of fifteen (15) minutes in each four (4) hour period of work. Nurses required to work during their rest period shall be compensated for such work at the appropriate rate of pay.

a.c. Waivers. A nurse working a shift that entitles the nurse to more than one meal period may waive certain entitlements on a form approved by the Union, the second meal period and the timing requirements pertaining to the first meal period. Such waiver may include a) for a nurse working a shift of less than eight (8) hours, the waiver of any meal period; b) for a nurse working a shift that entitles the nurse to more than one meal period, the waiver of the second and/or third meal period, so long as at least one meal period is provided and taken during the shift; c) for all nurses, the waiver of timing requirements for meal and rest periods, so long as the meal period starts no earlier than the third hour worked and no later than the second to last hour scheduled; and d) where the nurse and the Employer may agree, and such combination is possible, the combination of one or more meal periods with one or more rest periods. If the nurse does not waive the second and/or third meal period, the additional half hour(s) will be added to the end of the nurse's shift. A nurse may revoke the waiver at any time. Nurses required to remain on duty or in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay. Nurses required to work during the meal period shall be compensated for such work at the appropriate rate of pay.

Nurses shall receive an uninterrupted paid rest break of fifteen (15) minutes in each four (4) hour period of work.

d. Break Coverage. The staffing of patient care units will be based on census, acuity, and the established staffing plans and in a manner designed to enable all nurses to be relieved from work for the meal and rest periods called for by this Article. At the beginning of each shift the unit will establish and communicate a plan, including scheduling meal and rest periods as applicable, designed to provide each nurse appropriate meal and rest periods. The Employer shall ensure that there is sufficient break coverage to cover all bargaining unit nurses for all rest breaks and meal periods as required by law.

e. Timekeeping. Nurses shall utilize the electronic timekeeping system to clock in and out for each meal period. Nurses shall record any instance in which they do not receive a required meal or rest period via the electronic timekeeping system. If the nurse neglects to properly clock in or out, the nurse shall submit a timekeeping correction. Wherever practicable, a nurse shall notify their charge nurse or next in their chain of command in advance of their inability to take a meal or rest period.

f. Non-Retaliation. Consistent with the Hospital's established non-retaliation policy, nurses shall not be retaliated against for exercising their rights under this Article. The Employer shall promptly investigate any allegation of retaliation and take appropriate action.

g. Staffing Committee Reports. At the first UBSC and HSC meeting following the end of a calendar quarter, the Employer shall report on missed meal periods and rest breaks. If 20% or more of a unit's break obligations are missed in the prior quarter, the HSC shall request that the unit UBSC and leadership present issues and their actions toward addressing meal and rest period compliance on their unit.

**7.87.9 Report Pay.** Nurses who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work at the regular standard rate of pay. This commitment shall not apply if the Employer has made a good faith effort attempted to notify the nurse via effective means (i.e., phone call (including voicemail) or text message) at least one (1) hour in advance of the scheduled shift and is unable to do so.

**7.97.10 Weekends.** The Employer will make a good faith effort to schedule all regular full and part time nurses for every other weekend off. In the event a nurse works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one half (1 1/2) the regular standard rate of pay unless a higher rate is required per Article 7.6 or the law. The third regularly scheduled weekend shall be paid at the nurse's regular standard rate of pay unless a higher rate is required per Article 7.6 or the law. Every other weekend off cycles (i.e., first and third, or second and fourth weekends) may be altered by nursing administration with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval, nurses may request the trading of weekends providing the schedule change does not place the Employer into a premium pay or overtime pay condition. Premium pay provided for in this section shall not apply to nurses who voluntarily agree to work more frequent weekend duty, or to nurses who have agreed to trade weekend work. The availability of weekend work shall be determined by the Employer. The weekend shall be defined for first (day) and second (evening) shift nurses as Saturday and Sunday, For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. When available, extra weekends off will be scheduled based upon seniority among those nurses who would like less weekend work, provided skills and abilities of nurses affected are not significant factors in patient care delivery as determined by the Employer.

a. "Modified Baylor" Positions: The Employer may post positions that are expected to work every weekend. For those positions and for nurses in such positions as of the date of this Agreement, the payment of premiums shall be on alternate weekends, as follows:

- (a) The first weekend shall be a “straight time weekend” and the following weekend shall be the “Baylor” weekend. These two shall continue to alternate as long as the nurse remains in the position and shall not be switched.
- (b) The nurse shall receive straight time pay for the straight time weekend.
- (c) If the nurse works the straight time weekend or is in paid status (such as annual leave or sick leave) or in a low census no pay status for the straight time weekend, the nurse shall receive time and one-half the ~~regular~~standard rate of pay for hours worked on the following Baylor weekend ~~unless a higher rate is required per Article 7.6 or the law~~. A nurse who does not work the straight time weekend due to a holiday rotation or other employer-initiated change shall receive time and one-half the ~~regular~~standard rate of pay for hours worked on the following Baylor weekend ~~unless a higher rate is required per Article 7.6 or the law~~. If the nurse does not have any paid time for the straight time weekend, hours worked on the following Baylor weekend shall be paid at straight time.
- (d) Pay for hours not worked (annual leave, sick leave, bereavement, etc.) on the Baylor weekend shall be paid at straight time.

5.2 7.107.11 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between ~~eight (8) hour~~ shifts and at least ten (10) hours off between shifts greater than eight (8) hours. In the event a nurse is required to work with less than ~~the above referenced~~ twelve (12) hours off duty between shifts, all time worked within this ~~twelve (12) hour~~ period shall be at time and one-half. This Section shall not apply to on call, ~~and~~ callback assignments performed pursuant to Article 9, and voluntary education.

7.12 Mentor-Mentee Meetings. Nurses may schedule a voluntary mentor-mentee meeting outside of their scheduled shift at their discretion, provided that nurses shall not schedule these meetings so as to incur weekly overtime without prior approval. Time spent in these meetings shall not be considered when calculating daily overtime or rest between shifts.

7.117.13 Shift Rotation. Where shift rotation is required by the Employer, a good faith effort will be made to limit shift rotation to a fourteen (14) day period between each rotation. More frequent shift rotation may be mutually agreed to on an individual basis. For nurses who rotate shifts on a regularly scheduled basis, the appropriate shift differential shall be included in their ~~regular~~standard rate of pay when the nurse receives annual leave or sick leave pay.

## ARTICLE 8 - COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule effective beginning the first full pay period after the dates below:

<u>Step</u>	<u>Year</u>	<u>Ratification</u>	<u>3/1/2027</u>	<u>3/1/2028</u>
<u>1</u>	<u>&lt;1 Year</u>	<u>\$51.60</u>	<u>\$54.85</u>	<u>\$57.35</u>
<u>2</u>	<u>Year 1</u>	<u>\$53.24</u>	<u>\$56.49</u>	<u>\$58.99</u>
<u>3</u>	<u>Year 2</u>	<u>\$54.93</u>	<u>\$58.18</u>	<u>\$60.68</u>
<u>4</u>	<u>Year 3</u>	<u>\$56.55</u>	<u>\$59.80</u>	<u>\$62.30</u>
<u>5</u>	<u>Year 4</u>	<u>\$58.22</u>	<u>\$61.47</u>	<u>\$63.97</u>
<u>6</u>	<u>Year 5</u>	<u>\$59.87</u>	<u>\$63.12</u>	<u>\$65.62</u>
<u>7</u>	<u>Year 6</u>	<u>\$61.58</u>	<u>\$64.83</u>	<u>\$67.33</u>
<u>8</u>	<u>Year 7</u>	<u>\$63.23</u>	<u>\$66.48</u>	<u>\$68.98</u>
<u>9</u>	<u>Year 8</u>	<u>\$64.88</u>	<u>\$68.13</u>	<u>\$70.63</u>
<u>10</u>	<u>Year 9</u>	<u>\$66.52</u>	<u>\$69.77</u>	<u>\$72.27</u>
<u>11</u>	<u>Year 10</u>	<u>\$68.18</u>	<u>\$71.43</u>	<u>\$73.93</u>
<u>12</u>	<u>Year 11</u>	<u>\$70.74</u>	<u>\$72.99</u>	<u>\$74.99</u>
<u>13</u>	<u>Year 12</u>	<u>\$71.50</u>	<u>\$73.75</u>	<u>\$75.75</u>
<u>14</u>	<u>Year 13</u>	<u>\$72.47</u>	<u>\$74.72</u>	<u>\$76.72</u>
<u>15</u>	<u>Year 14</u>	<u>\$73.44</u>	<u>\$75.69</u>	<u>\$77.69</u>
<u>16</u>	<u>Year 15</u>	<u>\$74.30</u>	<u>\$76.55</u>	<u>\$78.55</u>
<u>17</u>	<u>Year 16</u>	<u>\$75.30</u>	<u>\$77.55</u>	<u>\$79.55</u>
<u>18</u>	<u>Year 17</u>	<u>\$76.30</u>	<u>\$78.55</u>	<u>\$80.55</u>
<u>19</u>	<u>Year 18</u>	<u>\$77.30</u>	<u>\$79.55</u>	<u>\$81.55</u>
<u>20</u>	<u>Year 19</u>	<u>\$78.30</u>	<u>\$80.55</u>	<u>\$82.55</u>
<u>21</u>	<u>Year 20</u>	<u>\$79.30</u>	<u>\$81.55</u>	<u>\$83.55</u>
<u>22</u>	<u>Year 21</u>	<u>\$80.30</u>	<u>\$82.55</u>	<u>\$84.55</u>
<u>23</u>	<u>Year 22</u>	<u>\$81.30</u>	<u>\$83.55</u>	<u>\$85.55</u>
<u>24</u>	<u>Year 23</u>	<u>\$82.30</u>	<u>\$84.55</u>	<u>\$86.55</u>
<u>25</u>	<u>Year 24</u>	<u>\$83.30</u>	<u>\$85.55</u>	<u>\$87.55</u>
<u>26</u>	<u>Year 25</u>	<u>\$84.30</u>	<u>\$86.55</u>	<u>\$88.55</u>
<u>27</u>	<u>Year 26</u>	<u>\$85.30</u>	<u>\$87.55</u>	<u>\$89.55</u>

28	<u>Year 27</u>	\$86.30	\$88.55	\$90.55
29	<u>Year 28</u>	\$87.30	\$89.55	\$91.55
30	<u>Year 29</u>	\$88.30	\$90.55	\$92.55
31	<u>Year 30</u>	\$91.30	\$93.55	\$95.55

8.2 Date of Implementation. Wage increases, longevity steps, and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated.

8.3 Recognition for Past Experience. Full time and part time nurses hired during the term of this Agreement shall be placed on a wage step no less than that equal to their continuous prior experience (on a year-for-year basis), prorated for partial years of service with a "year" as defined in Article 4.10 of this Agreement. For purposes of this section, continuous recent experience as a registered nurse shall be defined as clinical nursing experience in an accredited hospital or related to the particular role for which the nurse is hired by the Employer, i.e., acute care experience or ambulatory care experience (including temporary employment with an employer) without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Chief Nursing Officer or designee.

8.3.1 Licensed Practical Nurses Becoming Registered Nurses. Those Registered Nurses who were or are employed as LPNs at an accredited hospital at the time of hire by the Employer into the bargaining unit shall receive additional service credit for the wage schedule of one year for each two full years of LPN service at an accredited hospital (without a break in LPN experience that would reduce the level of nursing skills in the opinion of the Chief Nursing Officer or designee):

"Year" shall be defined as in Section 4.10 of this Agreement.

8.3.2 In the event a per diem nurse, who has been in that status since at least September 5, 2022, returns to an FTE position, the per diem nurse shall be included in step adjustments for wages and years of experience in accordance with the following:

The Employer shall give one year of credit to the per diem nurse for each full year of nurse licensure prior to employment at SCH, and one year of credit for each full year of SCH employment in which the nurse has worked at least 1,248 hours or more prior to September 5, 2022 (prorated for 2022). Partial years of employment as a nurse with FTE status at SCH will be added together to determine whether the nurse has reached a full year of SCH employment. For a nurse to get credit for years of experience as a licensed RN before employment at SCH, it is the nurse's obligation to provide proof of the date of the nurse's first licensure. Documents/screenshots from a state's registered nurse licensing board will suffice to meet this obligation. The Employer will perform review of foreign nursing licensure by country and will apply the same credit for all nurses with that foreign licensure.

8.4 **Wage Premium in Lieu of Benefits.** In lieu of all benefits provided for in this Agreement except for shift differential pay, callback pay, on call pay and longevity steps, full time and part time nurses may elect a fifteen percent (15%) wage premium. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later, within ten (10) days of beginning a benefits-eligible position, or annually on dates designated in advance by the employer, providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive either compensation plus benefits or compensation plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein.

## ARTICLE 9 - OTHER COMPENSATION

9.1 **Shift Differential.** Nurses assigned to work the second (3:00 p.m. - 11:30 p.m.) shift shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour over the hourly contract rates of pay. Nurses assigned to work the third (11 p.m. - 7:30 a.m.) shift shall be paid a shift differential of five dollars and seventy-five cents (\$5.00~~5.75~~) per hour over the hourly contract rates of pay. Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift. Nurses working schedules including ten and twelve hour shifts shall be paid shift differential for those hours worked on traditional evening (3:00 p.m. – 11:30 p.m.) or night (11 p.m. – 7:30 a.m.) shifts.

a. Experienced Nurse Night Shift Differential. A nurse on Step 5 or above under Article 8.1 who is designated as a night shift nurse in the Employer's Human Resources Information System or who is regularly working a twelve-hour shift that starts between 3 p.m. and 11:00 p.m. shall, in lieu of the third shift differential discussed above, receive an Experienced Nurse Night Shift Differential of seven dollars (\$7.00) per hour for hours worked between 11 p.m. and 7:30 a.m.

**Formatted:** List Paragraph, Justified, Indent: Left: 0.5", First line: 0", Space After: 12 pt, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

9.1.1 Longevity Night Shift Differential. An employee with two or more years from date of hire at Seattle Children's who is designated as a night shift nurse in the Employer's Human Resources Information System or who is regularly working a twelve-hour shift that starts between 3 p.m. and 11:00 p.m. shall, in addition to the shift differential discussed above, receive an additional fifty cents (\$0.50) per hour.

9.2 **On Call Pay.** Nurses placed on call off hospital premises shall be compensated at the rate of four dollars and ~~twenty five fifty~~ cents (\$4.25~~4.50~~) per hour. Once a nurse has been on call for forty (40) hours in a week, all further on call pay during the week shall be paid at ~~six dollars and fifty cents (\$5.00~~~~\$6.50~~) per hour~~five dollars (\$5.00)~~ per hour. On call duty shall not be counted as hours worked for purposes of computing overtime, longevity steps or benefits. Nurses on call shall be provided with paging devices, if required by the Employer or if requested by the nurse. A nurse who has been called in shall report to duty pursuant to departmental guidelines. Nurses who are on low census shall not be required to be on call for that low census shift.

A nurse called into work while on call shall be compensated at the rate of time and one half (1 1/2) the regular~~standard~~ rate of pay unless a higher rate is required per article 7.6 or the law for a

minimum of three (3) hours ("Callback pay"). On call pay shall continue while the nurse has been called into work. Travel time to and from the hospital shall not be considered time worked. The minimum of three (3) hours shall not apply if the work is contiguous with a scheduled shift. Callback pay shall not apply to those nurses doing telephone consultations from home.

9.2.1 Holiday Call. Any nurse called back to work from on call status on holidays shall be compensated at the rate of double time (2x) the ~~regular~~~~standard~~ rate of pay unless a higher rate is required per article 7.6 or the law for a minimum of three (3) hours.

9.3 Unscheduled Patient Care. An off-duty nurse not on call who is asked and agrees to work in a patient care capacity shall be compensated at the rate of time and one-half (1 ½) the ~~regular~~~~standard~~ rate of pay unless a higher rate is required per article 7.6 or the law for a minimum of three (3) hours. Travel time to and from the hospital shall not be considered time worked. The minimum hours shall not apply if the work is contiguous with a scheduled shift. A nurse on the hospital premises for training or a staff meeting who is asked to provide patient care instead of the training or staff meeting shall not be covered by this paragraph. A nurse on the hospital premises for training or a staff meeting who is asked to provide patient care for the time periods after the end of the training or staff meeting shall be covered by this paragraph. This paragraph shall not apply to those nurses covered under Article 9.18.

9.4 Pagers. Nurses shall be responsible for the pagers provided them by the Employer. If lost or misplaced, the nurse shall be responsible for the replacement cost of the pager. On units where mandatory/required call is utilized, each nurse taking call shall be offered a pager which may be retained by the nurse until the nurse ceases to take call. On units where voluntary call is utilized, pagers shall be made available. Nurses may take pagers prior to their call shift and shall be permitted to keep the pager until their next regularly scheduled shift. The number of pagers shall be determined by the unit-based staffing committees.

9.5 Charge Nurse Pay. A regular Charge Nurse shall receive a premium of three dollars and ~~twenty-five~~~~fifty~~ cents (\$3.50~~25~~). ~~A regular charge nurse is a nurse who has been accepted into a posted charge nurse position or who has worked on an ongoing basis as a primary (i.e., non-relief) charge nurse.~~ A relief charge nurse shall receive a premium of ~~two~~~~three~~ dollars and ~~twenty-five~~~~fifty~~ cents (\$2.25~~3.50~~) per hour for all hours worked as relief charge.

9.6 Preceptor Pay. Any nurse assigned as a preceptor shall receive a premium of three dollars (\$3.00) per hour for hours worked as an assigned preceptor.

9.7 Certification Pay. A nurse certified in a specialty area by a national nursing organization and relevant to their nursing practice shall be paid a premium of one dollar and thirty-five cents (\$1.35) per hour, provided the employee submits proof of the particular certification to the nurse's direct supervisor and it has been approved, and provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A nurse is eligible for only one (1) certification premium regardless of the number of certifications the nurse may have. The certification pay will be effective the first full pay period after the date a copy of the original documentation is ~~received uploaded~~ by the ~~nurse's direct supervisor according to the Employer's procedures~~.

9.8 Nurse With Advanced Degree Premium. A nurse who has an Advanced Degree in a field relevant to their nursing practice shall receive a premium of one dollar (\$1.00) per hour. Nurses with a doctoral Advanced Degree(s) shall receive an additional premium of one dollar (\$1.00) per hour. The Advanced Degree Premium will be effective the first full pay period after the date a copy of the original documentation is uploaded by the nurse according to the Employer's procedures.

9.9 Weekend Premium Pay. Any nurse who works on a weekend shall receive four dollars and twenty-five cents (\$4.25) per hour premium pay for each hour worked on the weekend in addition to the nurse's regular~~standard~~ rate of pay unless a higher rate is required per article 7.6 or the law. Weekend premium pay shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:30 p.m. Sunday.

9.10 Float Pool Premium. Nurses employed in the Employer's float pools shall receive a premium of four dollars and fifty cents (\$4.50) per hour.

9.11 Critical Care Transport Team Premium. The Employer maintains an Critical Care~~Independent~~ Transport Team. Nurses who are members of the Independent Critical Care Transport Team will receive a premium of four~~five~~ dollars (\$54.00) per hour. Additionally, when a Critical Care Transport Nurse is stuck out of town on duty, they shall continue to receive pay at the applicable rate until they return to their designated base or are relieved of duty.

9.12 Airlift Premium. When the Independent Critical Care Transport Team is transporting a patient and a Seattle Children's Airlift Team nurse is part of the team on such a flight, or when a Seattle Children's Airlift Team nurse is part of a team that is transporting a neonatal case, such Airlift Team nurse will receive a premium of four dollars (\$4.00) per hour.

9.13 ECMO Premium. Nurses shall receive a three~~four~~ dollars and~~(\$4.00~~~~3.00)~~ per hour premium for hours when they are assigned to a pump as an ECMO specialist or are carrying the ECPR pager.

9.14 Work in Advance of Shift. When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one half (1 1/2) the straight time rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

9.15 Work on Day Off. Full time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one half (1 1/2) times the regular~~standard~~ rate of pay unless a higher rate is required per article 7.6 or the law for the hours worked.

9.16 Temporary Assignment. Temporary assignment to a higher paid position within the bargaining unit for eight (8) or more consecutive hours shall be compensated at the higher rate of pay.

9.17 Change in Classification. A change in classification shall not alter a nurse's accrued seniority for purposes of accrual of benefits or placement in the wage schedule.

5.3 9.18 Telephone Consultations. Phone calls received by nurses requiring the nurse's clinical expertise shall be logged and paid for at time and one-half (1 1/2) the ~~regular~~~~standard~~ rate of pay unless a higher rate is required per article 7.6 or the law for all time worked in 15-minute increments. If a nurse receives more than four such patient care calls during the period between 11:00 p.m. and 7:30 a.m., the nurse will receive at least three hours of pay at time and one-half (1 1/2) for that time period. If a nurse gets called back to the hospital premises, the callback pay in Section 9.2 shall apply.

9.19 Incentive Plan. The Employer may include bargaining unit nurses in its incentive plan for other non-management employees on the same terms and conditions as such other employees. The Employer may modify or delete the plan in its sole discretion, without the necessity of bargaining.

9.20 Staffing Incentive. The Employer may implement a staffing incentive to provide additional staffing resources during extended periods of high census or other operational challenges. The Employer will identify the specific unit and eligibility criteria prior to implementing any incentive. The Employer will notify the AssociationUnion at least seven (7) days before implementation of the staffing incentive and offer at least two (2) times to meet prior to the scheduled implementation to hear and consider the AssociationUnion's input. If the parties have not completed their discussions prior to the scheduled implementation, the Employer can implement its proposal but, upon request of either party, the discussions may continue for further refinement.

#### ARTICLE 10 - ANNUAL LEAVE

10.1 Accrual. Full time and benefit-eligible part time nurses shall receive annual leave based upon hours of work in accordance with the following schedule:

Upon Completion of:

<u>(See Section 4.10)</u>	<u>Annual Leave**</u>	<u>Accrual Rate/Hr.</u>
From first date of work through completion of 3 years	21 days (168 hours)	0.08077
4 years, 5 years	29 days (232 hours)	0.11154
6 years, 7 years	30 days (240 hours)	0.11539
8 years, 9 years	31 days (248 hours)	0.11924
10 years, 11 years	32 days (256 hours)	0.12308
12 or more years	34 days (272 hours)	0.13077

\* Per diem nurses and ~~part time~~ nurses who have selected the wage differential option (Section 8.4) shall not be eligible for annual leave.

\*\* Ten holidays have been incorporated into this annual leave program.

10.2 Scheduling. Annual leave shall begin accruing the first day of employment. All annual leave must be scheduled in advance in accordance with Employer policies and be approved by supervision. The Employer shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the Employer. Patient care needs will take precedence over individual requests. Generally annual leave may not be taken in increments of less than the nurse's regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. Vacation scheduling procedures shall be a proper subject for the Conference Committee. The Employer will not cancel a nurse's vacation once the vacation has been approved, as long as the approval was pursuant to the Employer's procedures, and the nurse has sufficient annual leave to cover the vacation at the time of the vacation.

10.3 Loss of Annual Leave. Annual leave may accumulate to a maximum of two (2) times the annual accrual. Annual leave will not accrue beyond this accrual "cap" unless the Employer was unable to schedule the time off.

10.4 Work on Holidays. All full time, part time and per diem nurses who work on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular-standard rate of pay for all hours worked on the holiday, unless a higher rate is required per Article 7.6 or the law. Exception: A nurse shall receive double time (2x) for all overtime hours worked on one of the above specified holidays, providing the nurse works four (4) or more hours beyond the end of the normal full-time work day.

a. Nurses working the second shift (3:00 p.m. - 11:30 p.m.) on Christmas Eve shall receive time and one-half (1 1/2) the regular-standard rate of pay, unless a higher rate is required per Article 7.6 or the law.

b. An ambulatory nurse who is facing clinic closure for any external emergency condition reason (e.g., extreme weather, earthquake) or a holiday may (1) access the No Pay Bank, if available; (2) access the nurse's paid leave; (3) take ambulatory holiday no pay.

If a holiday occurs on a day when the nurse's work area is closed, then the nurse may request to adjust their schedule for that week, to work on special projects in their work area on the holiday (if available), or to be floated to a work area that is open on the holiday. The nurse shall make the request in writing to their manager/supervisor by the date of requesting vacation. The Employer will make reasonable efforts to grant such requests.

If a request to work on a holiday is granted, unless the nurse works in a work area that is open on the holiday as part of the request, the nurse will not receive premium pay for work on a holiday pursuant to Section 45.410.4; instead, they will be paid at their regular standard rate, unless a higher rate is required per Article 7.6 or the law.

**Rotation of Holiday Work.** Holiday work shall be rotated by the Employer to the extent possible. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the hospital.

a. Full-time and part-time nurses with ten (10) or more years of service will receive one holiday option per year. The holiday option consists of a choice given to a senior nurse which includes either receiving double time (2x) pay on one (1) holiday of choice per year or the opportunity to offer the double time (2x) premium to another nurse willing to work the holiday, thus providing the senior nurse with the opportunity to not work one (1) scheduled holiday each year. Full-time and part-time nurses with twenty (20) or more years of service will receive two (2) holiday options per year. Per diem nurses with ten (10) or more years of service will receive double time (2x) pay for work performed on one of the following holidays each calendar year: Thanksgiving Day, Christmas Eve (3 p.m. - 11:30 p.m.), Christmas Day or New Year's Day.

**Payment Upon Termination.** Nurses shall be paid upon termination of employment or upon change from regular status to per diem status for all annual leave earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required twenty-one (21) days' prior written notice or to those nurses who are discharged for cause.

**Pay Rate.** Annual leave pay shall be paid at the nurse's regular-standard rate of pay.

**Voluntary Cashout.** Full-time and part-time nurses will be afforded the opportunity to request cash out of accrued but unused annual leave on an annual basis pursuant to the Employer's practice at the time.

#### ARTICLE 11 - SICK LEAVE

**11.1 Accrual.** The Employer offers sick leave as part of its endeavor to foster a healthy work environment. Nurses shall use accrued sick leave rather than coming to work when they are ill. Nurses, as health care professionals, should evaluate their own ability to work without affecting the health of patients, visitors, or other employees. Full time and benefit-eligible part time nurses shall accumulate sick leave at the rate of .046163-0.05 hour per hour paid. The maximum amount of sick leave that a full or benefit-eligible part time nurse may carry over annually shall be limited to 576 hours per nurse. Per diem nurses, non-benefit-eligible part-time nurses, temporary nurses, and nurses receiving payment in lieu of benefits shall accumulate sick leave at the rate of .03317 hour per hour worked. The maximum amount of sick leave that per diem nurses, non-benefit-eligible part time nurses, temporary nurses, and nurses receiving payment in lieu of benefits may carry over annually is 72 hours per nurse. Sick leave may be used once it is accrued. Sick leave has no cash value and may not be cashed out upon separation or at any other time.

**11.2 Compensation.** If a nurse is absent from work due to authorized use of sick leave, the Employer shall pay the nurse sick leave pay at the nurse's regular-standard rate for each day of absence up to the amount of the nurse's unused sick leave accumulation.

11.3 Usage. Nurses may use sick leave for all purposes authorized by the Washington State Paid Sick Leave Law, RCW 49.46.210, and the Seattle Paid Sick & Safe Time Ordinance, SMC 14.16, such as illness or injury to the nurse or eligible members of the nurse's family.

11.4 Reasonable Notice.

a. Foreseeable Sick Leave. Nurses shall notify the Employer at least ten days, or as early as practicable in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled and the need for sick leave is foreseeable. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision if the need for paid sick leave is foreseeable. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

b. Unforeseeable Sick Leave. If the need for paid sick leave is unforeseeable, the nurse must provide notice to the Employer as soon as possible before the required start of the nurse's scheduled shift, preferably two hours beforehand (or four hours beforehand for night Children's Consulting and Clinical Intake Nurses), unless it is not practicable to do so, in which case, the nurse must provide notice as soon as practicable.

When use of sick leave under Section 11.3(b) is unforeseeable, and the nurse is unable to give advance notice to the Employer because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, the nurse or the nurse's designee must give oral or written notice to the Employer no later than the end of the first day that the nurse takes such leave.

11.5 Proof of Illness. Nurses will generally be asked to verify their use of sick leave after they have been absent for more than three required consecutive work days. Requested verification may include documentation from the nurse's healthcare provider. Proven abuse of sick leave shall be grounds for discipline up to and including termination.

## ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS

12.1 Insurance Plans. All full time and all part time nurses regularly scheduled to work twenty-four (24) or more hours per week shall be included under and covered by the Employer's group insurance plan providing medical, dental, basic long-term disability insurance benefits, and life insurance, with the nurse's premiums to be paid by the Employer. Participation in insurance benefits shall be subject to specific plan eligibility requirements. If a nurse eligible for insurance coverage begins work between the first and the fifteenth of a month, then the nurse's coverage will begin on the first of the month following hire. If a nurse eligible for insurance coverage begins work between the sixteenth and the end of a month, then the nurse's coverage will begin on the first of the month following thirty (30) days of continuous employment.

a. Should the State of Washington or federal law impose any changes in required contribution or coverage for employees or dependents during the term of the Agreement, the parties will reopen the contract at the request of either party to renegotiate the

provisions of this Section (12.1). The parties agree to meet promptly and regularly to address this issue. Negotiations shall be deemed completed after forty-five (45) days from date of the request for negotiation. Thereafter, the Employer reserves the right to implement its offer.

12.2 Health Tests. All employees will participate in health screening and vaccination programs as required by and consistent with state law and/or the Centers for Disease Control (CDC) requirements at no cost to the employee. The Employer will address additional occupational health needs consistent with state and federal requirements and/or the requirements of the CDC and local and state health departments. Nothing in this Article applies to substance abuse drug testing.

12.3 Other Insurance. The Employer will provide Workers' Compensation Insurance, Unemployment Compensation Insurance, Washington Long-Term Care Insurance, and Washington Paid Family and Medical Leave in accordance with the laws of the State of Washington. The Employer will implement the Washington Paid Family and Medical Leave program and the Washington Long-Term Care Act for WSNA-represented employees in the same manner as the Employer implements the program for non-WSNA represented employees.

12.4 Retirement Plan. The Employer will provide a retirement plan for regular status nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. Any enhancements to the current retirement plan for non-bargaining unit employees need not apply to nurses under this Agreement.

12.5 Plan Changes. In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will review the plan changes with the AssociationUnion prior to implementation. The Employer shall notify the AssociationUnion at least forty-five (45) days prior to the intended implementation date.

#### ARTICLE 13 - LEAVES OF ABSENCE

13.1 In General. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. Unless otherwise required by law, a leave of absence shall commence the first day of absence from work.

13.2 Birth of a Child Leave. Upon completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months for birth of a child purposes. This leave runs concurrently with FMLA, Washington PFMLA and the Health Leave described below if the nurse is eligible and can be taken intermittently to the extent permitted by law. If the nurse's absence from work for birth of a child reasons does not exceed six (6) months in total, the nurse shall return to work on the same unit, shift and former full-time or part-time status. The Nurse shall provide fourteen (14) days' notification if they do not wish to return to work on the same unit, shift and former full-time or part-time status. After six months, the nurse may extend leave with manager approval. If such extension is approved, then upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave during the period of disability and

accrued annual leave thereafter during the Birth of a Child leave. Sick leave and annual leave used pursuant to the prior sentence may supplement any income under Washington PFML. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a healthcare provider verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

13.3 Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a healthcare provider for a total period of up to six (6) months. This leave runs concurrently with FMLA, the Washington PFMLA, and Birth of a Child Leave described above, if the nurse is eligible, and may be taken intermittently to the extent provided by law. If the nurse's absence from work for health reasons does not exceed six (6) months in total, the nurse shall return to work on the same unit, shift and former full time or part time status. After six months, the nurse may extend leave with manager approval. If such extension is approved, then upon requesting return to work within the extension period, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave and accrued annual leave thereafter for the duration of the leave. Sick leave and annual leave used pursuant to the prior sentence may supplement any income under Washington PFML. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a healthcare provider attesting to the nurse's capability to perform the work required of the position. A second opinion may be requested at the Employer's option and expense. The Employer agrees that, notwithstanding the provisions of Birth of a Child Leave (13.2) and Health Leave (13.3) in this Agreement, the Birth of a Child and Health Leave offered to nurses covered by this Agreement shall be no less than the Birth of a Child and Health Leave offered to other employees of the Employer.

13.4 Welcoming Leave. After completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months total for a non-birthing parent or legal adoption (though a nurse may use accrued sick leave or annual leave as described below). This leave runs concurrently with FMLA, Washington PFMLA, and with Birth of a Child Leave, if the employee is eligible, and may be taken intermittently to the extent provided by law. The leave must be used within a year after birth or legal adoption of the child that is the subject of the leave. The Employer will hold a position open for a period of six (6) months. After six months in total, the nurse may extend leave with manager approval. If such extension is approved, then upon requesting return to work within the extension period, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave during any period of disability and accrued annual leave thereafter during the Welcoming leave. Sick leave and annual leave used pursuant to the prior sentence may supplement any income under Washington PFML.

13.5 Paid Parental Family and Medical Leave. Nurses will be eligible for leave benefits under the Washington State Paid Family and Medical Leave Act. At the start of their leave, nurses may elect to supplement their Washington PFML with previously accrued sick leave and accrued annual leave. Upon exhausting their Washington PFML, nurses who did not elect to supplement may elect to use their previously accrued sick leave and accrued annual leave during any additional leave set forth in Sections 13.2, 13.3, and 13.4.

13.6 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's earned annual leave time.

13.7 Additional Leave Provisions. The parties recognize that federal, state, or local laws may require the Employer to provide leave in additional circumstances to those described in this Agreement. Currently, such circumstances include FMLA or Washington PFMLMA leave for a qualifying circumstance arising out of the participation of a specified family member in active duty, FMLA or Washington PFMLMA leave to care for an injured service member, military spouse leave, and leave for victims of domestic violence, sexual assault, or stalking, and any other circumstances covered by federal, state, or local laws. When such circumstances arise, the nurse shall request the leave in accordance with Employer policies. Where permitted by law and at the nurse's discretion, the nurse shall use accrued annual and sick leave (including to supplement any pay from Washington PFMLMA or any other source) before taking unpaid leave.

13.8 Leave Without Pay. Nurses on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity steps or benefits.

13.9 Leave With Pay. Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

13.10 Return From Leave. Unless otherwise provided for herein, nurses who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the nurse is qualified.

13.11 Jury Duty. All full time and part time nurses who are required to serve on jury duty or who are called to appear in court and/or to provide depositions on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at their regular standard rate of pay for scheduled work days or FTE for unscheduled days. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

13.12 Unpaid Personal Leave Days Off. All benefit-eligible full time and part time nurses shall be granted three (3) days of personal leave days off per calendar year without pay upon request; providing such leave does not jeopardize Employer service. This leave is intended for full shifts when unforeseen personal matters require immediate attention, and not those matters that could be prescheduled with any other leave or planned in advance.

13.13 Bereavement Leave. Up to twenty-four (24) hours of paid leave within a seven (7) day period in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of leave may, at the discretion of the Employer, be granted up to a maximum of forty (40) hours. These additional hours over twenty-four (24) will be considered annual leave or no pay per employee request. Immediate family shall be defined pursuant to the Employer's policy, but at least shall include grandparent, parent, spouse, sibling, child, grandchild, parent-in-law, sibling-in-law, or registered domestic partner. All hours referenced in this paragraph shall be pro-rated by FTE.

The Employer shall apply its policy regarding Bereavement Leave for spouses, domestic partners, and children to employees in this unit, to the extent it provides greater benefits than the above paragraph.

13.14 Sabbatical. Nurses who have worked at least five (5) years at .6 FTE or more may request a sabbatical at or after that time. A nurse who has taken a sabbatical may request an additional sabbatical once every seven (7) years, with each seven (7) year period beginning when the nurse returns from sabbatical. A sabbatical shall be without change of seniority or benefit accrual rate and will not exceed twelve (12) calendar months. The request must be submitted in writing to the Unit Director at least twelve (12) weeks prior to the requested date of the leave, or shorter if by mutual agreement. A written response will be provided within thirty (30) days of the submission of the request. The Employer, at its sole discretion, will determine whether to grant the sabbatical based upon its assessment of staffing needs, the employee's role in a Nursing Unit, replacement cost considerations, budget limits, and other business considerations. If two or more nurses submit sabbatical requests within two weeks of each other that would result in only one request granted, the most senior nurse's request shall be granted. While on sabbatical, the nurse must use accrued annual leave, but may take the remainder of the approved sabbatical unpaid if out of accruals. Upon completion of a sabbatical of more than twelve (12) weeks, the nurse will be eligible for the first open position for which the nurse is qualified. Upon completion of a sabbatical of twelve (12) weeks or fewer, the nurse shall return to work on the same unit, shift, and former full-time or part-time status with at least two (2) weeks' advance notice. Sabbatical cannot be combined with other leave programs.

13.15 Humanitarian-Voluntary Disaster Relief Leave. The Employer will continue its practice of allowing humanitarian leave under its personal leaveVoluntary Disaster Relief policy for natural or man-made disasters.

13.16 Exposure to Communicable Disease. A nurse who the Employer does not permit to work due to exposure to communicable disease while performing their job at the Employer's facilities shall be placed in paid leave status with no loss of pay or accrued time off until the Employer permits the nurse to return to work.

13.17 On-the-Job Injury Leave. Workplace safety and health is of paramount concern to the parties. Nurses who are injured during the course and scope of a workday should immediately report all injuries in accordance with Employer policies.

c. Any employee injured during the workday will be compensated for the time seeking care during the workday up to the end of their scheduled shift. Likewise, if a nurse is unable to return to work during their shift as a result of a reported workplace safety and health incident, the nurse shall be compensated for the duration of their scheduled shift.

d. To provide for any workers compensation waiting period, for injuries caused by a physical assault during a reported workplace violence incident, any nurse who provides medical documentation restricting them from returning to work because of such reported injury shall receive paid administrative leave for shifts scheduled during such restricted time for up to three (3) consecutive calendar days inclusive of the date of injury. Any such absence will not count as an occurrence for attendance purposes.

13.18 Post-Shift Fatigue. A nurse who is too fatigued to work a previously-scheduled shift due to working more than sixteen (16) consecutive hours in the twenty-four (24) hours immediately preceding the shift, or due to working call between shifts on consecutive calendar days that results in less than eight (8) hours of rest before the previously-scheduled shift, may request to utilize accrued sick leave, utilize accrued annual leave, or take unpaid time off for some or all of the previously-scheduled shift. The Employer shall make all reasonable efforts to approve such requests. If approved, any such absence will not count as an occurrence for attendance purposes.

13.19 Death of an Assigned Patient. The Employer shall make all reasonable efforts to relieve a nurse from duty up to the end of their scheduled shift, where the nurse's assigned patient dies while the nurse is on duty and the nurse requests to be relieved from duty as a result. If approved, the nurse may utilize accrued sick leave, utilize accrued annual leave, or take unpaid time off for up to the remainder of the nurse's scheduled shift. Any such absence will not count as an occurrence for attendance purposes.

#### ARTICLE 14 - COMMITTEES

14.1 Conference Committee. The Employer, jointly with the elected representatives of the nurses, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the nursing staff, and to address collaboratively issues affecting the nursing staff. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee shall be established on a permanent basis and shall consist of not more than seven (7) representatives of the Employer and not more than seven (7) representatives of the nurses. One of the Employer representatives shall be the Chief Nursing Officer or designee. All members of the committee shall be employees of the Employer. Representatives on the Conference Committee may request meetings of the Committee to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel. At least one week prior to scheduled Committee meetings, the nurse representatives of the Conference Committee may add to the agenda completed staffing complaints, including staffing-related Assignment Despite Objection forms (“ADOs”), provided that the particular staffing issue has been raised and escalated to nursing management properly at the time of the incident. At each Conference Committee meeting, the Employer shall provide lists of new hires and transfers by name unit and date, as well as the number of separations in each unit since the last Conference Committee meeting.

14.2 Nursing Clinical Quality Practice Council. The Association-Union shall be permitted to appoint one bargaining unit nurse to the Employer's Nursing Clinical Quality Practice-Council.

14.3 Professional Recognition. The employer shall allocate up to 1% of the prior calendar year's bargaining unit W2 payroll to fund the legacy clinical ladder program, certification testing and, if funds remain at the end of each year, recertification, provided the nurse receives prior approval for the requested certification/re-certification from nursing professional development.

Additionally, the employer has created a formal Professional Advancement and Development program that recognizes nurses for their contributions to the advancement of the nursing profession at Seattle Children's.

14.4 [Staffing and Unit Based Staffing Committees \(UBSC\)](#).

~~The purpose of the UBSC is to develop a staffing plan for each unit and respond to nurse staffing complaints in accordance with law. This will be achieved through a committee structure on each unit which will receive direction and input from the manager, unit staff and the Conference Committee. Unit managers are responsible for making the decisions for unit based outcome and the overall direction of the unit.~~

~~a. The Employer and the Association recognize that the purpose of creating staffing plans is to provide for safe patient care and appropriate staffing. The Employer is responsible for the development, in collaboration with the Housewide Staffing Committee, and implementation of all staffing plans for nursing. The general staffing plan is reviewed and modified by the Housewide Staffing Committee and reviewed by the UBSC as necessary, at least annually. The Employer will make the unit staffing plan available on each patient care unit in the facility. The Employer will inform the Association through the Conference Committee in the event of changes in the general staffing plan for nursing.~~

[14.4.1. Hospital Staffing Committee \(HSC\).](#)

The Employer shall maintain a Hospital Based Staffing Committee (HSC) in accordance with applicable law. The purpose of the HSC shall be to develop, implement, review and modify an annual patient care unit and shift-based staffing plan, guided by its charter and based on applicable state laws. The HSC shall review and respond to staffing complaints and ensure compliance on issues of staffing and rest and meal periods. In addition, the HSC shall provide the Unit Based Staffing Committees (UBSCs) with guidance on staffing processes.

Membership in the HSC shall be governed by the HSC charter in accordance with the law.

The HSC will meet monthly, in accordance with the law.

[14.4.2. Division Staffing Committees \(DSC\).](#)

The Employer shall establish Division Staffing Committees no later than July 1, 2026. The purpose of the DSC is to facilitate alignment and communication regarding staffing matters and matrices between each nursing unit within the Division and with the HSC.

[14.4.3. Unit Based Staffing Committees \(UBSCs\).](#)

The Employer shall establish a UBSC for each unit that has its own staffing matrix in the Staffing Plan, except for units with multiple staffing matrices, which may share a UBSC (e.g., Medical and Surgical). In Ambulatory and regional sites of care with less than ten nurses, unless two (2) nurses request to form a UBSC, the work of a UBSC shall be achieved via discussion at least twice per year during a staff meeting or other appropriate venue, with recorded minutes submitted to the HSC, and that department will be represented by the main campus Ambulatory UBSC. UBSCs.

The purpose of each UBSC is to increase involvement of staff in the process of scheduling, staffing decisions and periodic evaluation of unit patient care models, and to review nurse staffing complaints, in accordance with law. This will be achieved through The UBSC will receive staffing complaints for the purpose of reviewing trends and recommending improvement work, including potential changes to staffing matrices and other relevant staffing processes.

There shall be a committee structure on each unit which will receive direction and input from the manager, unit staff and the HSC, as applicable Conference Committee. Unit managers are responsible for making the decisions for unit-based outcome and the overall direction of the unit.

No later than July 1, 2026, the HSC shall establish standard agenda items for UBSC meetings, which apply when relevant.

Each UBSC shall consist of between two (2) and six (6) employee-selected RN members. It is recommended that each member serve a two-year commitment.

Each UBSC will determine its meeting schedule, meeting at least quarterly, or more frequently based on need not to exceed meeting every six weeks.

e. Outcome. While significant census fluctuations characterize the Employer's business, it is anticipated that collaboration will improve the ability to manage response to these fluctuations in a manner that supports the care of the patients and minimizes ongoing, undesired, prolonged, no-pay and overtime, and provides increased opportunity for uninterrupted rest breaks. Each UBSC will review outcomes on at least an annual basis to measure their success.

d. Administration. There will be between two (2) and six (6) RN members on each UBSC. Each UBSC will choose the process by which UBSC members will be selected (e.g., appointment, interviews, voting). A WSNA Local Unit Officer employed by the Employer may attend a meeting of each UBSC and/or Housewide Staffing Committee as an observer, on an unpaid basis. The WSNA Local Unit Officer may bring feedback on observations from these committees to Conference Committee. Each UBSC will keep minutes describing the topics discussed at each meeting. A copy of those minutes will be forwarded to the Conference Committee and the Housewide Staffing Committee no later than ten (10) days after a UBSC has met.

e. Agenda for UBSC Meetings. Each UBSC will determine its meeting schedule and agenda, but it is recommended that each UBSC meet at least bi monthly (once every two months). The agenda for each UBSC meeting shall include, but not be limited to, review of applicable Assignment Despite Objection forms. Management shall provide reasonable work time for nurse participation on the UBSC.

f. Each UBSC shall be invited to present to the housewide staffing committee at least once each year, and review of current openings and hiring plans.

#### 14.4.4 Data.

The HSC, DSCs, and UBSCs shall have reasonable access to, or be timely provided upon request, data reasonably relevant to the work of the committees, including but not limited to: staffing plan compliance, missed meal and rest breaks, hired and budgeted FTE, available FTE, balance between shifts, end of shift overtime, call utilization, overtime, low census, turnover, staffing complaints, nurse sensitive indicator data, and safety events related to staffing. The Employer shall not unreasonably withhold such data.

HSC, DSC, and UBSC meeting minutes will be made available to all bargaining unit nurses, within thirty (30) days after approval, to the extent possible.

g14.4.5. Other. The Employer agrees that it will not seek to remove from the bargaining unit or the coverage of the collective bargaining agreement any nurse or position held by such nurse on the basis of that nurse's participation in any unit-based scheduling committee provided for in this Section or on the basis of changes in the way work is performed that have been recommended by this program and process. Furthermore, the unit-based all staffing committees are prohibited from addressing matters covered by the collective bargaining agreement as well as subjects of bargaining, such as wages, individual performance issues, discipline, hours or other conditions of work. If a concern about a UBSC-topic is identified in any staffing committee meeting UBSC minutes, the topic will be discussed at the next regularly scheduled meeting of the Conference Committee.

14.5 Staffing Concerns. Nurses, individually or as a group, believing there is an immediate workload/staffing problem should bring that problem to the attention of the charge nurse, supervisor or Nurse Manager as soon as possible. The nurse or nurses may file a written complaint with the appropriate supervisor, manager, and/or Housewide Hospital Staffing Committee. Nurses who have identified long term concerns about workload or staffing should bring the concern to one of the unit's UBSC members and/or file a complaint with the Staffing Committee.

14.6 Staffing. Quality of care and the health and safety of patients and nurses are of paramount concern to the Employer and the nursing staff who provide care for our patients. Accordingly, the Employer will comply with applicable staffing laws and regulations.

14.7 Compensation. All time spent by nurses on Employer established committees and committees established by this Agreement (including ad hoc or subcommittees), where attendance is required, will be considered time worked and will be paid at the appropriate contract rate. Nurses shall schedule this time pursuant to the Hospital's schedule request guidelines. Nurses shall not incur overtime as a result of this work, absent prior approval from their manager. Although not required, a WSNA Local Unit Officer employed by the Employer may attend a meeting of each UBSC, DSC, and/or Hospital Staffing Committee as an observer, on an unpaid basis.

#### ARTICLE ## - WORKPLACE VIOLENCE PREVENTION

#.# Definition and Purpose. The Employer and Union acknowledge a shared interest in a safe and healthy work environment, including prevention of any workplace violence. All forms of workplace violence are prohibited including any type of physical assault, direct or indirect threat of violence or harassment or abuse of any employee. Workplace violence can happen in person or via electronic or telephonic means. The Employer shall provide a safe environment for nurses that is free from identifiable, preventable, or recognized workplace violence hazards. Nurses and visitors are expected to adhere to applicable workplace violence prevention and safety policies, laws, and regulations. The parties also acknowledge that no employee or nurse should have to endure any act of violence or threat or implied threat of violence from any other person and that should a nurse engage in such conduct, they may be disciplined as appropriate, in accordance with Employer policy and subject to just cause. To that end, the Employer agrees to comply with all applicable local, state and federal health and safety laws and regulations, to investigate every instance of workplace violence.

#.# Goals. The parties agree on the following mutual goals:

- a. Maintenance of a safe work environment;
- b. Prohibition of workplace violence;
- c. Training in workplace safety and workplace violence prevention;
- d. Prompt investigation of reported instances of workplace violence;
- e. Resources available to nurses who have experienced or are concerned with workplace violence issues; and
- f. Prohibition of retaliation for good-faith reports of workplace violence.

#.# Prevention. The parties are committed to a "zero incidents" philosophy that aims to prevent workplace violence. As such, the Employer shall:

- a. Maintain a workplace violence prevention plan compliant with applicable law as modified from time to time with the approval of the Workplace Violence Committee.
- b. Maintain security and access protocols and procedures designed to protect the employees and patients of the hospital.

- c. Provide both new employee and ongoing training to all bargaining unit nurses on workplace violence prevention and response required by law, the workplace violence prevention plan, and any applicable directives of the Workplace Violence Committee. Such training shall include, as appropriate based on position, mechanisms for preventing, deescalating, responding to and reporting incidents of workplace violence or conditions which could lead to workplace violence. All time spent by nurses in such training shall be considered hours worked and paid at the applicable rate of pay.
- d. Provide, maintain, and clearly and prominently display notices visible to visitors, patients, and their families which prohibit workplace violence, in accordance with the workplace violence prevention plan and any applicable Workplace Violence Committee directives.
- e. Make reasonable efforts to schedule a minimum of two (2) security personnel for twenty-four/seven (24/7) coverage of the Psychiatry and Behavioral Medicine Unit. Additional safety personnel may be assigned for behavioral watch as necessary.

#.# Response.

- a. The workplace violence prevention plan shall include system(s) for responding to and investigating violent incidents, as well as situations involving violence or the risk of violence, including the process for the communication of the resolution of the situation to the affected.
- b. The Employer shall maintain a workplace violence response team, determined by the workplace violence prevention plan, that is available to immediately respond to potential workplace violence incidents, including situations involving patients or family members who demonstrate disruptive behavior. This team shall be equipped with all necessary equipment. This team shall document every occurrence when its services are requested or used. This documentation (excluding protected health information, where applicable) shall be provided to the Workplace Violence Committee at each Workplace Violence Committee meeting.
- c. Any registered nurse who feels they have experienced a threat or actual violent act by any other person should report the incident immediately in accordance with Employer policy. The Employer shall promptly respond to and investigate incidents of workplace violence, utilizing appropriate personnel as applicable in accordance with the workplace violence prevention plan (i.e., workplace violence response team, security or others). Any registered nurse who is not satisfied with or has concerns regarding the Employer's response to a reported incident may raise the issue, with or without a Union Representative, to People Operations which will investigate and respond to the registered nurse's concerns.
- d. Following any Adaptive Social Response related to a workplace violence incident, the workplace violence response team shall conduct an appropriate debriefing with those impacted.

e. The Employer shall make resources available to registered nurses who have experienced or are concerned with workplace violence issues; and any resources available to registered nurses for coping with incidents of violence.

f. The Employer shall maintain records of all workplace violence incidents reported by bargaining unit members in accordance with applicable law and the workplace violence prevention plan.

#.# The Employee Health and Safety Committee and Workplace Violence Committee. The Employee Health and Safety Committee shall maintain a Workplace Violence subcommittee, called the Workplace Violence Committee. The Employee Health and Safety Committee, through the Workplace Violence Committee, will continue to maintain responsibility for ensuring compliance with the workplace violence prevention plan, related policies and any applicable laws. The number of leaders (e.g., managers or supervisors) on the Workplace Violence Committee shall not exceed 50% of the subcommittee membership. The Employer shall make at least four (4) seats on this subcommittee available to bargaining unit nurses and shall attempt to recruit nurse members annually.

a. All time spent by nurses attending the Employee Health and Safety Committee meetings, including any subcommittee meetings, shall be hours worked and shall be paid at the applicable rate of pay. Nurses shall schedule this time pursuant to the Hospital's schedule request guidelines. Nurses shall not incur overtime as a result of this work, absent prior approval from their manager.

Non-Retaliation. Consistent with the Hospital's established non-retaliation policy, Nurses shall not be retaliated against for reporting incidents of workplace violence.

#### ARTICLE 15 - STAFF DEVELOPMENT

15.1 Orientation. The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the Employer and nursing services, to orient new nurses to Employer policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work.

15.2 Inservice Education. A regular and ongoing inservice education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. The functions of inservice education shall be:

1. to promote the safe and intelligent care of the patient;
2. to develop staff potential; and
3. to create an environment that stimulates learning, creativity, and personal satisfaction.

Topics to be offered will be determined by discussions between nurses and the inservice department. The objectives of inservice education shall be: to review the philosophy, objectives and functions of inservice education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Employer to attend inservice education during off duty hours will be paid at the applicable rate of pay. The Employer will make a good faith effort to provide contact hours for continuing education programs.

- a. Eight (8) hours of continuing education (which may include inservice education) applying to the area of the nurse's practice shall be required annually of all nurses, full-time, part-time and per diem.

15.3 Job Related Study. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize Employer service.

15.4 Approved Expenses. When the Employer requires the nurse to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

15.5 Education Leave. Nurses assigned at least a .6 FTE may be allowed up to twenty-four (24) hours of paid educational leave per year. Nurses assigned an FTE of less than .6 FTE may be allowed up to eight (8) hours of paid educational leave per year. Educational leave shall be subject to scheduling requirements of the Employer and approval by the Director of Nursing Service of the subject matter to be studied. The Employer will make a good faith effort to assure nurses receive their education leave.

15.6 Professional Leave. Nurses assigned at least a .6 FTE may be allowed up to twenty-four (24) hours of paid professional leave per year. Nurses assigned an FTE of less than .6 FTE may be allowed up to eight (8) hours of paid professional leave per year. Professional leave shall be subject to budgetary considerations and scheduling requirements of the Employer.

15.7 Educational and Professional Leave Expenses. The Employer shall determine annually a budget of no less than \$150,000 to reimburse Registered Nurses for expenses related to educational and professional activities. Once determined, the budgeted funds shall be allocated to each unit, with consideration for size and need. Registered Nurses interested in seeking reimbursement shall apply prior to engaging in the activity. The Employer, through its unit leadership, shall review the applications and determine which applications will be approved.

Once they are determined, the budget and unit allocations shall be provided to the Conference Committee. Upon request, but no more than twice each fiscal year, the Employer shall provide utilization data for each unit's allocation to the Conference Committee. The manner by which funds are distributed and the amount of each unit's budget shall be appropriate discussion items for the Conference Committee.

## ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

16.2 Time Limits. Both parties wish to resolve grievances as expeditiously as possible. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 10.4 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the nurse.

16.3 Grievance Procedure. A grievance shall be submitted to the following grievance procedure. ~~Until July 31, 2023, a nurse and/or the Association will make a good faith effort to submit grievances at each step electronically in writing to [HRConsulting@seattlechildrens.org](mailto:HRConsulting@seattlechildrens.org) in addition to providing it to the appropriate individual (and/or designee); failure to do so will not impact the grievance's progression through steps. Starting August 1, 2023, the following procedure must be followed.~~

### Step 1. Nurse, Union Representative, People Operations, and/or Immediate Supervisor.

If any nurse has a grievance, the nurse shall first present the grievance electronically in writing to [HRConsulting@seattlechildrens.org](mailto:HRConsulting@seattlechildrens.org) and [LaborRelations@seattlechildrens.org](mailto:LaborRelations@seattlechildrens.org) and the nurse's immediate supervisor within twenty-one (21) calendar days from the date the nurse was or should have been aware that the grievance existed. Upon receipt, the immediate supervisor (or designee) shall attempt to immediately resolve the problem and shall respond electronically in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance. Any meeting under this step may include a Union representative and/or a People Operations representative.

### Step 2. Nurse, Local Unit Grievance Officer, Union Representative and Vice President of Human Resources, Director of People Operations.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance electronically in writing to [HRConsulting@seattlechildrens.org](mailto:HRConsulting@seattlechildrens.org) and to the Vice President of Human Resources (and/or designee) within fourteen (14) calendar days of the immediate supervisor's decision. A meeting between the nurse (and the Local Unit Grievance Officer, or other Union representative, or the WSNA Nurse Representative, if requested by the nurse) and the Vice President of Human Resources-Director of People Operations (and/or designee) shall be held within fourteen (14) calendar days following the presentation of the Step 2 grievance for the purpose of resolving the grievance. By mutual agreement, the parties may

expand the number of participants attending the meeting. The party requesting the additional participant(s) should give at least twenty-four (24) hours' notice prior to the meeting. The Director of People Operations (and/or designee) Vice President of Human Resources shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Nurse, Chief Nursing Officer and Association WSNA Nurse Representative.

If the matter is not resolved at Step 2 to the nurse's satisfaction, the Union may advance the grievance shall be referred electronically in writing to HRCConsultingLaborRelations@seattlechildrens.org and to the Chief Nursing Officer (and/or designee) within fourteen (14) calendar days of the Step 2 decision. The Chief Nursing Officer (and/or designee) and the Director of People Operations (and/or designee) shall meet with the nurse and the WSNA Nurse Association Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. By mutual agreement, the parties may expand the number of participants attending the meeting. The party requesting the additional participant(s) should give at least twenty-four (24) hours' notice prior to the meeting. The Chief Nursing Officer (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union Association have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union Association may submit the issue in writing to arbitration electronically to HRCConsultingLaborRelations@seattlechildrens.org within fourteen (14) calendar days following the receipt of the written reply from the Hospital Administrator or designee. If the Employer and the Union Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall then alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing, including but not limited to court reporter fees. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them,

and neither party shall be responsible for the expenses of witnesses called by the other party.

16.4 Association Union Grievance. The Association-Union may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within twenty-one (21) calendar days from the date the nurses were or should have been aware that the grievance existed.

16.5 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection, and processing of an arbitration submission.

16.6 Termination. This grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

#### ARTICLE 17 - MANAGEMENT RESPONSIBILITIES

The Association-Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Association-Union further recognizes the right of the Employer to operate and manage the Employer including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses in accordance with applicable law; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

#### ARTICLE 18 - UNINTERRUPTED PATIENT CARE

It is recognized that the Employer is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the

nurse and the AssociationUnion. During the term of this Agreement, neither the AssociationUnion nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever at the Employer. In the event of any such strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the AssociationUnion and its officers will do everything within their power to end or avert same. Any nurse participating in any such strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal.

#### ARTICLE 19 - GENERAL PROVISIONS

19.1 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and AssociationUnion shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

19.2 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

19.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing staff in advance of the change.

19.4 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the AssociationUnion, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

#### ARTICLE 20 – DURATION

This Agreement shall become effective September 5, 2022[TBD], and shall remain in full force and effect to and including August 31February 28, 20252029, unless changed by mutual consent. Should the AssociationUnion desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the

expiration date. Negotiations shall begin no later than seventy-five (75) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of  
\_\_\_\_\_, 20232026.

SEATTLE CHILDREN'S HOSPITAL

\_\_\_\_\_  
Jamie C. Phillips, Senior Vice President &  
Chief Operating Officer

\_\_\_\_\_  
Bonnie Fryzlewicz, Vice President,  
Patient Care and Chief Nursing Officer

\_\_\_\_\_  
John Saavedra, Vice President HR/  
People Operations

*WASHINGTON STATE NURSES  
ASSOCIATION*

\_\_\_\_\_  
Edna Cortez, RN  
Local Unit Co-Chair

\_\_\_\_\_  
Kara Yates, BSN, RN, CPN  
Local Unit Co-Chair

\_\_\_\_\_  
Lindsey Kirsch, BSN, RN, BA, CPEN  
Local Unit Secretary/Treasurer

\_\_\_\_\_  
Diane Gates, RN, CCRN  
Local Unit Grievance Officer

\_\_\_\_\_  
Erin Doyle, BSN, RN, BA  
Local Unit Grievance Officer

\_\_\_\_\_  
Samantha Forte, BSN, RN  
Local Unit Grievance Officer

\_\_\_\_\_  
Stefanie Chandos, BSN, RN, CPEN  
Negotiation Team

\_\_\_\_\_  
Annika Hoogestraat, BSN, RN, CCRN,  
IBCLC  
Negotiation Team

\_\_\_\_\_  
Shaina Lawson, BSN, RN, RN-C  
Negotiation Team

Sarah Munro, BSN, RN  
Negotiation Team

---

Kathryn Podobnik, BSN, RN  
Negotiation Team

---

Travis Elmore Nelson, BSN, RN, RN-BC  
WSNA Nurse Representative

---

Linda Burbank, JD, BSN, RN  
WSNA Nurse Representative

---

Pamela Devi Chandran  
WSNA Labor Counsel

**SEATTLE CHILDREN'S HOSPITAL**

**ADDENDUM A**

**TEN (10) HOUR SHIFT SCHEDULE**

~~In accordance with Section 7.3 of the Agreement between the Employer and the Association, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.~~

1. Work Day. The ten (10) hour shift schedule shall provide for ten (10) work days consisting of ten and one half (10 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks. The nurse shall be responsible for coordinating rest breaks with the charge nurse. Shift start times shall be determined by the Employer.

2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a defined seven (7) day period. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one half (1 1/2) times the regular rate of pay for hours worked in excess of the ten (10) hour shift and for hours worked in excess of forty (40) hours per week. If a nurse works more than fourteen (14) hours within a defined twenty-four (24) hour period, all overtime hours worked in excess of fourteen (14) hours shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse who works two (2) sixteen (16) hour shifts in a pay period.

3. Rest Between Shifts. If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of time and one-half (1 1/2). This section shall not apply to on-call and callback assignments performed pursuant to Article 9.

4. Shift Differential. Shift differential shall be paid for those hours worked on a traditional evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shift.

**SEATTLE CHILDREN'S HOSPITAL**

**ADDENDUM B**

**TWELVE (12) HOUR SHIFT SCHEDULE**

~~In accordance with Section 7.3 of the Agreement between the Employer and the Association, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.~~

~~1. Work Day. The twelve (12) hour shift schedule shall provide for twelve (12) hour work days consisting of twelve and one half (12 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute paid rest breaks. The nurse shall be responsible for coordinating rest breaks with the charge nurse. Shift start times shall be determined by the Employer.~~

~~2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one half (1 1/2) times the regular rate of pay for hours worked in excess of the twelve (12) hour shift and for hours worked in excess of forty (40) hours per week. If a nurse works more than fourteen (14) hours within a defined twenty four (24) hour period, all overtime hours worked shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse who works two (2) sixteen (16) hour shifts in a pay period. A voluntary mentor mentee meeting outside the scheduled shift shall be compensable time, but shall not be paid at overtime rates unless the nurse exceeds forty (40) hours in the week.~~

~~3. Rest Between Shifts. If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of time and one-half (1 1/2). This section shall not apply to on-call and callback assignments performed pursuant to Article 9.~~

~~4. Shift Differential. Shift differential shall be paid for those hours worked on a traditional evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shift.~~

**SEATTLE CHILDREN'S HOSPITAL**  
**ADDENDUM C**  
**TWELVE (12) HOUR AND EIGHT (8) HOUR**  
**COMBINED SHIFT SCHEDULE**

In accordance with Section 7.3 of the Agreement between the Employer and the Association, nurses may, on an individual basis, agree to work combined twelve (12) hour shift and eight (8) hour shift schedules with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** The combined twelve (12) hour shifts and eight (8) hour shift schedules shall provide for a combination of twelve (12) hour work days consisting of twelve and one-half (12 1/2) hours each and eight (8) hour work days consisting of eight and one-half (8 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute or two (2) fifteen (15) minute paid rest breaks, respectively. The nurse shall be responsible for coordinating rest breaks with the Charge Nurse. Shift start times shall be determined by the Employer.

2. **Work Period; Overtime Pay.** Nurses working this combined twelve (12) hour shift and eight (8) hour shift schedules shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of twelve (12) hour shift and eight (8) hour shift schedules and for hours worked in excess of forty (40) hours per week.

**For the scheduled twelve (12) hour shifts,** if a nurse works more than fourteen (14) hours within a defined twenty-four (24) hour period, all overtime hours worked shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse who works two (2) sixteen (16) hour shifts in a pay period.

**For the scheduled eight (8) hour shift,** if a nurse works more than twelve (12) hours, all hours worked beyond twelve (12) within a defined twenty-four (24) hour period shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse scheduled for an eight (8) hour shift who works a double shift.

3. **Rest Between Shifts.** If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of time and one-half (1 1/2). This section shall not apply to on call and callback assignments performed pursuant to Article 9.

4. **Shift Differential.** Shift differential shall be paid for those hours worked on a traditional evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shifts.

**SEATTLE CHILDREN'S HOSPITAL**  
**ADDENDUM D**  
**VARIABLE HOURS SHIFT SCHEDULE**  
(Outpatient Clinics)

~~The Employer and the Association agree that nurses regularly scheduled to work in the Outpatient Clinics (other than Urgent Care), bargaining unit Research Nurses, and Home Care Services Nurses will be employed in accordance with the following work schedule. All existing contractual provisions of the Employment Agreement shall apply unless otherwise provided for herein.~~

- ~~1. Work Day. In addition to the normal work days outlined in Article 7.1, with no less than six (6) months' notice, the employer, in collaboration with the Housewide Staffing Committee, during the first year of the contract may establish normal work days of six (6) and nine (9) hours of work in the outpatient clinics. The Employer will meet with the Association to bargain the effects of these new normal work days, with the effects bargaining completed within a year of the date that the new normal work days are established.~~
- ~~2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a defined seven (7) day period. Nurses who work in excess of forty (40) hours during this seven (7) day work period, or in excess of ten (10) hours in a day, will be paid for the excess work hours at the rate of one and one half (1 1/2) times their regular pay rate. Starting August 1, 2023, if a nurse works in excess of their scheduled shift of under ten (10) hours, the nurse will be paid for the excess work hours in accordance with Section 7.5 Contract Overtime. Starting August 1, 2023, if a nurse works in excess of their scheduled shift of ten (10) or more hours, the nurse will be paid for the excess work hours in accordance with the appropriate Addenda at the end of this Agreement.~~
- ~~3. Schedule Not Applicable. This Addendum shall not apply to inpatient nurses who intermittently work/float into the outpatient clinic.~~

SEATTLE CHILDREN'S HOSPITAL

ADDENDUM EA

AIRLIFT NORTHWEST

In accordance with Section 7.3 of the Agreement between the Employer and the Association, Airlift Northwest nurses may, on an individual basis, agree to work a twenty-four (24) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. 7.1 Work Day. The normal work day shall consist of a twenty-four (24) hour shift. Nurses will be provided with sleeping accommodations and will be paid at the regular rate of pay for the entire shift.
2. 7.3 Innovative Work Schedules. The Employer and/or the nurses retain the right to revert back to the schedule which was in effect immediately prior to the innovative work schedule, after at least twenty-eight (28) days' advance notice.
3. 7.5 Contract Overtime. Time in addition to the required FLSA overtime commitment will be paid at one and one-half (1 1/2) times the regular rate of pay on extended flights when work exceeds the twenty-four (24) hour shift. If a nurse works more than twenty-six (26) hours, all overtime hours worked shall be paid at the rate of double time (2x) the nurse's regular rate of pay.
4. 7.10 Rest Between Shifts. If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of time and one-half (1 ½). This section shall not apply to on call and callback assignments performed pursuant to Article 9.
5. 9.2 On Call Pay. Waived.

**SEATTLE CHILDREN'S HOSPITAL**

**ADDENDUM F**

**TEN (10) HOUR AND EIGHT (8) HOUR  
COMBINED SHIFT SCHEDULE**

**In accordance with Section 7.3 of the Agreement between the Employer and the Association, nurses may, on an individual basis, agree to work a combination of ten (10) and eight (8) hour shift schedules with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.**

1. **Work Day.** The combined ten (10) hour shift and eight (8) hour shift schedules shall provide for a combination of ten (10) hour work days consisting of ten and one half (10 1/2) hours each and eight (8) hour work days consisting of eight and one half (8 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks. The nurse shall be responsible for coordinating rest breaks with the Charge Nurse or appropriate individual. Shift start times shall be determined by the Employer.
2. **Work Period; Overtime Pay.** Nurses working this combined ten (10) hour shift and eight (8) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of ten (10) hour shift and eight (8) hour shift schedules and for hours worked in excess of forty (40) hours per week.
- **For the scheduled ten (10) hour shifts,** if a nurse works more than fourteen (14) hours within a defined twenty four (24) hour period, all overtime hours worked shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse who works two (2) sixteen (16) hour shifts in a pay period.
- **For the scheduled eight (8) hour shifts,** if a nurse works more than twelve (12) hours, all hours worked beyond twelve (12) within a defined twenty four (24) hour period shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse scheduled for an eight (8) hour shift who works a double shift.
3. **Rest Between Shifts.** If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of

~~time and one half (1 1/2). This section shall not apply to on call and callback assignments performed pursuant to Article 9.~~

4. ~~Shift Differential.~~ Shift differential shall be paid for those hours worked on a traditional evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shift.

SEATTLE CHILDREN'S HOSPITAL

ADDENDUM GB

CHILDREN'S CONSULTING NURSES ("CCNs") AND  
CLINICAL INTAKE NURSES ("CINs")

The Employer and the Association agree that nurses employed as Children's Consulting Nurses and Clinical Intake Nurses will be employed with the following understandings. All existing contractual provisions of the Collective Bargaining Agreement shall apply unless otherwise provided herein.

1. Work Day. The Employer may establish positions that include shifts of less than eight (8) hours and four (4) or more hours in duration. The shifts of less than eight (8) hours duration shall be performed through telecommuting. No more than twenty percent (20%) of the regular positions shall include such shifts.
2. Work Location. The Employer may permit CCNs or CINs to work from home or other remote locations under the Employer's Telecommuting Policy. The Employer reserves the right to modify its Telecommuting Policy at its discretion.

**SEATTLE CHILDREN'S HOSPITAL**

**ADDENDUM H**

**TEN (10) HOUR AND TWELVE (12) HOUR  
COMBINED SHIFT SCHEDULE**

**In accordance with Section 7.3 of the Agreement between the Employer and the Association, nurses may, on an individual basis, agree to work a combination of ten (10) and twelve (12) hour shift schedules with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.**

1. **Work Day.** The combined ten (10) hour shift and twelve (12) hour shift schedules shall provide for a combination of ten (10) hour work days consisting of ten and one half (10 1/2) hours each and twelve (12) hour work days consisting of twelve and one half (12 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks for the 10 hour shifts and three (3) fifteen (15) minute paid rest breaks for the 12 hour shifts. The nurse shall be responsible for coordinating rest breaks with the Charge Nurse or appropriate individual. Shift start times shall be determined by the Employer.
2. **Work Period; Overtime Pay.** Nurses working this combined ten (10) hour shift and twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one half (1 1/2) times the regular rate of pay for hours worked in excess of ten (10) hour shift and twelve (12) hour shift schedules and for hours worked in excess of forty (40) hours per week.
- **For the scheduled ten (10) hour shifts or scheduled twelve (12) hour shifts,** if a nurse works more than fourteen (14) hours within a defined twenty four (24) hour period, all overtime hours worked shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse who works two (2) sixteen (16) hour shifts in a pay period.
- **For the scheduled eight (8) hour shifts,** if a nurse works more than twelve (12) hours, all hours worked beyond twelve (12) within a defined twenty four (24) hour period shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse scheduled for an eight (8) hour shift who works a double shift.
3. **Rest Between Shifts.** If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of

~~time and one half (1 1/2). This section shall not apply to on call and callback assignments performed pursuant to Article 9.~~

4. ~~Shift Differential.~~ Shift differential shall be paid for those hours worked on a traditional evening (3:00 p.m. – 11:30 p.m.) or night (11:00 p.m. – 7:30 a.m.) shift.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between SEATTLE CHILDREN'S HOSPITAL ("Employer") and WASHINGTON STATE NURSES ASSOCIATION ("Association").

The Employer and the Association have agreed to create a No Pay Protection Plan (the "Plan") for nurses. The Plan shall be as follows:

1. Nurses in positions with a call requirement above FTE will participate in the Plan.

2. Nurses in positions without a call requirement, subject to business need, can elect to participate in the Plan by voluntarily electing scheduled call above their FTE. Once a nurse opts in, the nurse may later opt out of the Plan with twelve (12) weeks' notice. The opt-out will be effective at the start of the six-week schedule that is posted at least twelve (12) weeks after the nurse's notice to the Employer. Once a nurse opts in, scheduled call would be deemed to be part of a nurse's position. A nurse no longer participates in the Plan if the nurse converts to per diem status. Per Diem nurses are not eligible for the Plan.

3. For those nurses participating in the Plan:

- A. Hours worked on extra shifts above FTE will result in contribution to the No Pay Bank for the particular nurse.
- B. Each hour worked above FTE as the result of being on call will result in contribution to the No Pay Bank.
- C. No contribution shall be made for end of shift overtime or non-patient care time.
- D. Twenty-five percent (25%) of hours worked under A and B shall be contributed to the No Pay Bank, pro-rated by FTE.

Nurses who become new participants of the plan shall receive a one-time deposit of 12 hours, pro-rated by FTE, into the nurse's No Pay Bank. A nurse is only eligible for this deposit upon the nurse's initial election into the Plan.

4. The No Pay Bank can be accessed by a nurse when the nurse faces voluntary or mandatory No Pay. No Pay hours expire when a nurse leaves the Plan.

5. Nurses in the program may not be required to be on scheduled call more than twelve (12) hours per six-week schedule unless they are in a position with a scheduled call requirement. Scheduled calls must be at least eight (8) hours in duration, unless the affected nurse agrees otherwise.

6. All unassigned shifts after the schedule is posted shall be made available on each unit. Any nurse may sign up for such shifts regardless of whether it places the nurse into an

overtime or other premium pay situation, except that a nurse may not sign up for extra shifts that result in more than fifty percent (50%) of the shifts being sixteen (16) hours of consecutive work.

7. The Employer will provide the Association with thirty (30) days of notice before terminating the Staffing Incentive Pay Plan.

AGREED:

---

For Seattle Children's Hospital

---

For Washington State Nurses  
Association

---

Date

---

Date

## ~~MEMORANDUM OF UNDERSTANDING~~

This Memorandum of Understanding (“MOU”) is entered into by and between SEATTLE CHILDREN’S HOSPITAL (“Employer”) and WASHINGTON STATE NURSES ASSOCIATION (“Association”). This MOU is intended to address existing and future Registered Nurses employed in existing or future facilities by the Employer whose primary work location is in Eastern Washington.

1. All Registered Nurses working for the Employer in its existing clinics in Eastern Washington shall be recognized as members of the bargaining unit and, with the modifications outlined below, are fully covered by the terms of the parties' Collective Bargaining Agreement, including Addendum D. If the Employer adds additional clinics in Eastern Washington, this MOU shall apply to Registered Nurses at such clinics to the extent permitted by law.
2. For seniority purposes, nurses shall be given credit for years worked directly for Seattle Children's Hospital as a non-supervisory Registered Nurse, per Article 6 of the Collective Bargaining Agreement.
3. All Registered Nurses covered by this MOU shall be placed on the applicable experience step in Article 8.1 of the Collective Bargaining Agreement. The Employer will take its customary steps to verify years of experience. For newly hired Registered Nurses, the base pay rate for nurses whose primary work location is in Eastern Washington shall be ten percent (10%) below the applicable step rate in the Collective Bargaining Agreement.

~~AGREED:~~

~~For Seattle Children's Hospital~~

## For Washington State Nurses Association

---

Date

Date

**MEMORANDUM OF UNDERSTANDING**

**Re Adjustments to Longevity and Annual Leave Progression Step Placement**

4. The Parties agree that the following is the sole and exclusive process to be used for prior experience longevity and annual leave progression step placement adjustment during the 2022-2025 Collective Bargaining Agreement.
  2. Nurses with a start date before September 5, 2022 (the effective date of the 2022-2025 Collective Bargaining Agreement) will be eligible to participate in this process regarding step placement ("Eligible Nurses" for the purpose of this MOU).
  3. The Employer and WSNA will jointly create and disseminate a Frequently Asked Questions document to help nurses understand this MOU.
    - a. To qualify for a step adjustment effective the first full pay period after 8/1/23, a nurse must:
      - i. Submit their request pursuant to Paragraph 4 of this MOU no later than 1/31/23 **AND**;
      - ii. Be a .75 FTE or greater FTE **OR**  
Be an FTE nurse who has increased their FTE to .75 FTE or greater before 1/31/23 **OR**  
Be a per diem nurse who moved to an FTE position with an FTE of .75 FTE or greater before 1/31/23.

Leaders will notify a nurse who submitted for a step adjustment of the decision on that request no later than 7/1/23. Nurses who miss the submission deadline, or who become an FTE nurse at 0.75 FTE or greater on or after 2/1/23, will be reviewed for an increase effective the first full pay period after 8/1/24.

- b. To qualify for a step adjustment effective the first full pay period after 8/1/24, a nurse must:
  - i. Submit their request pursuant to Paragraph 4 of this MOU no later than 1/31/24 **AND**;
  - ii. Be a 0.6 FTE or greater FTE **OR**  
Be an FTE nurse who has increased their FTE to .6 FTE or greater before 1/31/24 (and were not adjusted in August 2023) **OR**  
Be a per diem nurse who moved to an FTE position with an FTE of .6 FTE or greater before 1/31/24 (and were not adjusted in August 2023).

Leaders will notify a nurse who submitted for a step adjustment of the decision on that request no later than 7/1/24. Eligible nurses who miss the submission deadline and submit prior to 8/1/24 will be reviewed for an adjustment effective the first full pay period 90 days after 8/1/24. Eligible nurses who submit after 8/1/24 will be reviewed for an adjustment effective the first full pay period 90 days after their submission.

e. Nurses who hold an FTE of under 0.6 FTE or who are per diem, and convert to 0.6 FTE or greater after 1/31/24, shall submit their request pursuant to Paragraph 4 of this MOU within 90 days of such conversion. If their request is approved, their step adjustment will be effective the first full pay period 90 days after 8/1/24.

d. The deadline to request review will be postponed for any nurse on a leave of absence; the submission deadline for such people will be 90 calendar days after their return to work.

4. Eligible Nurses shall make their requests by completing a provided form and emailing it to [WSNALOS@seattlechildrens.org](mailto:WSNALOS@seattlechildrens.org) and [sehyearsofexperience@wsna.org](mailto:sehyearsofexperience@wsna.org). The submission form will list both email addresses and instruct nurses to submit requests to both email addresses. The date and time of the email shall establish the timeliness of the Eligible Nurses' request.

5. The Employer will give one year of credit for each full year of nurse licensure prior to employment at SCH, and one year of credit for each full year of SCH employment in which the nurse has worked as an FTE nurse of at least 0.6 FTE or more prior to September 5, 2022. Partial years of employment as a nurse with FTE status at SCH will be added together to determine whether the nurse has reached a full year of SCH employment. For a nurse to get credit for years of experience as a licensed RN before employment at SCH, it is the nurse's obligation to provide proof of date of the nurse's first licensure. Documents/screenshots from a state's registered nurse licensing board will suffice to meet this obligation. The Employer will perform review of foreign nursing licensure by country, and will apply the same credit for all nurses with that foreign licensure.

Per diem nurses who convert to FTE status by the applicable deadlines will receive years of credit for time before SCH employment as explained above and will receive a year of credit for each full year worked as a .6 FTE or higher at SCH in SCH's Human Resources Information System, as explained above.

For converting per diems, and any FTE nurse who has worked as a per diem at SCH, the nurse will receive credit for all wage steps they have attained as a per diem at SCH.

6. If requested in writing by the nurse to [WSNALOS@seattlechildrens.org](mailto:WSNALOS@seattlechildrens.org) by within 30 calendar days of the date of the email with the decision on their step adjustment request, the Employer will, within 14 calendar days of the request, explain in writing how the step adjustment was determined. If the nurse disagrees with their credited experience, they may appeal to the CNO and a bargaining unit officer through an email to [WSNALOS@seattlechildrens.org](mailto:WSNALOS@seattlechildrens.org) and [sehyearsofexperience@wsna.org](mailto:sehyearsofexperience@wsna.org) within 30 calendar days from the denial of the step adjustment, or within 30 calendar days of having received the Employer's explanation if requested, using a form provided by the Employer. The CNO and bargaining unit officer will make their decision on appeals within 30 days of receipt of the nurse's appeal. If the CNO and bargaining unit officer are agreed, the Employer will apply the agreed experience and will notify the nurse. If

~~the CNO and bargaining unit officer are not agreed, WSNA may submit the matter to the streamlined arbitration process described below. Under this streamlined arbitration process, all disputed step adjustments must be submitted for arbitration in writing by December 1 of the year when SCH made the relevant step adjustment(s). Arbitrator selection will follow the procedure outlined in Article 16.3 Step 4. The submitted step adjustments will be resolved by batch arbitration (meaning all cases will be resolved by the same arbitrator in one case). There will be a single hearing but no witnesses; the parties' advocates will instead present their positions to the arbitrator, spending no more than a total of 20 minutes (10 minutes per side) on each nurse. If the arbitrator finds that a step adjustment is warranted, it shall be effective as of the date when it would have been effective if SCH had approved the request. WSNA agrees that, apart from the relevant language regarding arbitration, this streamlined arbitration process will take the place of Article 16—Grievance Procedure.~~

AGREED:

---

For Seattle Children's Hospital

---

For Washington State Nurses  
Association

---

Date

---

Date

## MEMORANDUM OF UNDERSTANDING

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is by and among Seattle Children’s Hospital (“Children’s”) and Washington State Nurses Association (“WSNA”), collectively, the “Parties”.

#### **RECITALS**

Children’s and WSNA were parties to a collective bargaining agreement from 2013 to 2016. Effective November 3, 2016, Children’s and WSNA entered into a new collective bargaining agreement effective through July 31, 2019 (the “CBA”).

On September 13, 2017, Arbitrator Kienast issued an arbitration award (the “Award”) that found, in relevant part, that Children’s improperly denied the grievant union representation at a medical accommodation meeting, and as a remedy ordered Children’s to “extend an invitation to the Union to send a representative to assist bargaining unit members in discussions of matters covered by the Agreement, including issues covered by federal and state laws.”

Children’s has petitioned to vacate that portion of the Award (the “Petition”). WSNA has counterclaimed for enforcement and other relief (the “Counterclaims”).

In order to bring peace between the Parties, improve the relationship between the Parties, and avoid the risks and costs of dispute, the Parties have reached a resolution of all disputed issues among them related to the Award, the Petition, and the Counterclaims, and have agreed to the following:

1. A WSNA bargaining unit member may request the presence of a WSNA representative or shop steward during meetings scheduled for the purpose of discussing reasonable accommodations under the interactive process.
2. A WSNA bargaining unit member may request the presence of a WSNA representative or shop steward during meetings scheduled for the purpose of delivering disciplinary action to the nurse.
3. A WSNA bargaining unit member may request the presence of a WSNA representative or shop steward during meetings scheduled for the purpose of discussing changes to an employee’s regular schedule.
4. A WSNA bargaining unit member may request the presence of a WSNA representative or shop steward during meetings that the nurse is asked to attend with both a manager and a Human Resources representative, excluding (a) meetings with multiple nurses such as training, departmental, and educational meetings and (b) witness investigation interviews in which the nurse’s own conduct is not at issue, the nurse is given assurance that she or he will not be disciplined as a result of the meeting, and the nurse is informed of the general subject matter of the meeting.

5. A WSNA bargaining unit member with at least one year of employment at Children's who receives a nonperformer or developing performer (or equivalent) rating on his or her evaluation may request a follow-up meeting with the manager to discuss the evaluation, at which the nurse may request the presence of a WSNA representative or shop steward.
6. For meetings covered by Paragraphs 1-5 above, Children's will grant all requests and, as long as the need to meet is not urgent, will allow the bargaining unit member a reasonable amount of time (typically not to exceed five business days) to arrange for representation before continuing the discussion.
7. For meetings covered by Paragraphs 1-5 above, Children's will not discourage the bargaining unit member from requesting union representation and will not retaliate against the any bargaining unit member for requesting representation.
8. Children's has no duty to extend an invitation to WSNA to attend the meetings described in Paragraphs 1-5 above.
9. In meetings covered under Paragraphs 1-5 where union representatives are requested and attend, the representative shall participate in the same advisory capacity as they would under *Weingarten*.
10. This Agreement replaces, overrides, and supersedes the portion of the Award, specifically including items two (2) and three (3) on the sixth page of the Award, relating to the subject matter of this Agreement. The remainder of the Award shall remain effective.
11. This Agreement shall not be construed as an admission by Children's or WSNA of any liability or breach of any agreement between Children's or WSNA.
12. Children's shall dismiss the Petition and WSNA shall dismiss the Counterclaims with prejudice, with each party bearing its own attorneys' fees and costs.
13. This Agreement represents and contains the entire understanding among the Parties in connection with the subject matter of this Agreement. This Agreement shall be considered part of their CBA. No party has entered into this Agreement relying on any promise or condition not contained herein.

The Parties agree that any dispute between the Parties over the validity, enforcement, scope,

breach, or interpretation of this Agreement shall be submitted and/or resolved in accordance with the terms of the grievance and arbitration provisions of the CBA.

SEATTLE CHILDREN'S HOSPITAL

By: Devere Gaddis

Date: 03/19/18

WASHINGTON STATE NURSES

ASSOCIATION

By: Tammy See

Date: 3/19/2018

**MEMORANDUM OF UNDERSTANDING**  
**RE 2022 CONTRACT NEGOTIATIONS**

~~If the parties reach a total tentative agreement by August 16, 2022, and that tentative agreement is subsequently ratified by the bargaining unit, the Employer will pay nurses on the designated WSNA bargaining team list (not to exceed 11) at their regular rates of pay for eight (8) hours per day each nurse spent in each bargaining session from June 16, 2022 through August 16, 2022.~~

AGREED:

---

For Seattle Children's Hospital

---

For Washington State Nurses  
Association

---

Date

---

Date

## ~~LETTER OF UNDERSTANDING~~

## ~~RATIFICATION BONUS~~

If the bargaining unit ratifies this agreement, the Employer will pay all bargaining unit nurses a ratification bonus payment. The amount of the ratification bonus will be the applicable wage increase for 2022 under Article 8.1 multiplied by all of the nurse's paid hours in the period from August 1, 2022, through the day before the effective date of the new contract. The ratification bonus will not reflect the wage increase on premiums/ overtime earned during that time period. The ratification bonus will be made to nurses on the date that the wage increase under Article 8.1 becomes effective. A nurse must be employed by the Employer as of the date of payment to receive the one time payment.

~~AGREED:~~

For Seattle Children's Hospital      For Washington State Nurses Association

Date \_\_\_\_\_ Date \_\_\_\_\_

## RATIFICATION SIDE LETTER

Provided the parties reach a complete tentative agreement on the successor collective bargaining agreement that is ultimately ratified by the bargaining unit without the issuance of any strike notice:

1. The Employer shall pay all bargaining unit nurses a retroactive wage payment to reflect the applicable ratification increases to their Article 8.1 wage rate for the period from September 1, 2025, through the day before the effective date of their new ratification wage rate in Article 8.1. The retroactive payments will pay nurses for the difference between the wage rate they were paid and the Article 8.1 ratification wage rate for all straight time, overtime hours (at 1.5 times the applicable ratification dollar wage increase), and double-time hours (at two times the applicable ratification dollar wage increase) worked between September 1, 2025, and the day before the effective date of the new ratification wage rate. However, this retroactive wage payment, will not reflect any increases on premiums, differentials, or any other allowances or increases other than those specified in Article 8.1. If a nurse experienced a step increase between September 1, 2025, and the day before the effective date of the ratification wage rates in Article 8.1, the retroactive wage payment shall reflect the increased wage rate as of the effective date of the step increase.

Nurses shall receive their retroactive payment within two full pay periods following ratification, in the same manner that they receive wages (i.e., direct deposit), less taxes and withholdings. A nurse must be employed by the Employer as of the date of payment to receive this payment.

2. The Employer shall pay all full-time and part-time bargaining unit nurses a one-time deposit of sick leave hours to their sick leave bank within two full pay periods following ratification. Nurses with a total FTE greater than or equal to 0.6 will receive twelve (12) sick leave hours. Nurses with a total FTE less than 0.6 will receive eight (8) sick leave hours.
3. For up to twenty-four (24) bargaining sessions, the Employer will permit each WSNA bargaining team nurse (not to exceed sixteen (16) designated nurses) the option of:
  - a. Receiving pay equal to their base pay for the number of hours they are regularly scheduled (up to 12 hours) for each full day of attendance in bargaining, up to twenty-four (24) bargaining sessions. This pay may be classified as a bonus and shall not be considered hours worked for overtime or any other purpose. This payment will be made to the bargaining team nurse within two full pay periods following ratification; AND/OR
  - b. Receiving reimbursement of annual leave hours (up to their regularly scheduled hours per shift and in full-day usage) for each bargaining session attended, for up to twenty-four (24) bargaining sessions, equal to the number of annual leave hours used. Within two full pay periods following ratification, the Employer will reimburse the annual leave hours utilized in the nurse's bank; AND/OR
  - c. If the nurse is on parental leave, the Employer will credit the annual leave bank of the nurse for the equivalent number of hours, up to 12 hours per bargaining session attended, for up to twenty-four (24) bargaining sessions.

Each WSNA bargaining team nurse may elect one (1) or more of the above options to apply to them by designating the specific number of hours on a form to be provided by the Employer. In order to be entitled to (a), (b) or (c) above, a nurse must be employed by the Employer as of the date of payment under (a).

4. The Union and its bargaining committee agree to support, recommend and affirmatively encourage ratification of the full agreement. The Union further agrees to withdraw the following unfair labor practice charges and grievances within one week of ratification:

- NLRB Case No. 19-CA-371597
- NLRB Case No. 19-CA-376998
- NLRB Case No. 19-CA-377476
- NLRB Case No. 19-CA-377779
- NLRB Case No. 19-CA-378666
- NLRB Case No. 19-CA-378825
- Regular Rate of Pay – Association Grievance
- Recognition – Association Grievance

Within one week of ratification, the Union may file a new grievance arising from the facts of 19-CA-376998 (re: both attendance coaching and certification warning) and a new grievance arising from the facts of 19-CA-377476 (re: manager comments). Upon the Union's withdrawal of the related unfair labor practice charges and filing of these grievances within one week following ratification, the Employer waives the Step One timing requirements for these two grievances. Thereafter, the parties agree to process both grievances pursuant to the new Article 16, up to and including arbitration if applicable.

This Ratification Side Letter will be submitted for ratification along with, and as part of the ratification vote on the successor collective bargaining agreement. If the successor collective bargaining agreement and this Ratification Side Letter are ratified, this Ratification Side Letter will be binding and enforceable via the grievance arbitration provisions of the parties' collective bargaining agreement but will not be part of the printed collective bargaining agreement.